

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
TEACHING AND LEARNING COMMITTEE  
April 21, 2009 – 6:00 p.m.  
Student Services 101, Moreno Valley Campus

Committee Members: José Medina, Committee Chairperson  
Janet Green, Vice Chairperson  
Ray Maghroori, Vice Chancellor, Academic Affairs  
Linda Lacy, Vice Chancellor, Student Services/Operations  
Doug Beckstrom, Academic Senate Representative (Moreno Valley)  
Sharon Crasnow, Academic Senate Representative (Norco)  
Richard Davin, Academic Senate Representative (Riverside)  
Angle Lopez, ASRCC Student Representative  
Chris Rocco, CTA Representative (Moreno Valley)  
Dorothy Reina, CTA Representative (Norco)  
Debbie Cazares, CTA Representative (Riverside)  
Gustavo Segura, CSEA Representative (Moreno Valley)  
Jonell Guzman, CSEA Representative (Moreno Valley)

AGENDA

VI. Board Committee Reports

A. Teaching and Learning

1. Student Success  
-The Committee to be presented with information regarding student success strategies.
2. Honors Program  
-The Committee to be presented with an update on the Honors program at Riverside Community College District.
3. Comments from the public.

Adjourn

Prepared by: Naomi Foley  
Administrative Assistant, Academic Affairs

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-1

Date: April 28, 2009

Subject: Student Success

Background: Presented for the Board's information is a presentation which is the third part of a three-part series of presentations to the Board. The first presentation addressed general education student outcomes (January 2009), the second addressed basic skills students (February 2009) and this presentation outlines establishing student success strategies.

Information Only.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Monte Perez  
President, Moreno Valley Campus

## Presentation on Student Success for the BOT of Riverside Community College District

By Dr. Monte E. Perez

### 1. Title of the Presentation

Establishing Student Success Strategies at RCCD

### 2. Purpose of the Presentation

This is the third part of a three part series presented to the Board. The first presentation addressed general education student outcomes, the second was on basic skills students, and this third presentation outlines what it takes to establish student success outcomes at RCCD.

### 3. Definition of Student Success

Student success is achieved when a student accomplishes their intended goal, whether that is transfer, certificate, an AA degree, training, or a specific objective (e.g. learning English or computer program).

### 4. Current Completion/Graduation Rates of RCCD Students

- a. Transfer
- b. Certificate and Licensure
- c. AA degree

### 5. Current Persistence Rates (Fall 08 to Fall 09)

### 6. Current Retention Rates (Intra-term for Fall 08)

### 7. Employment Rates for Licensure and Certification Graduates

### 8. Key Elements to Student Success: Effective Instructional Strategies.

- a. Classroom
- b. Online
- c. Supplemental instruction
- d. Tutoring
- e. Peer group study
- f. Basic skills
- g. Library, learning resources, technology and virtual support systems

9. Early middle school and high school partnerships (e.g. concurrent enrollment, dual admissions, early college high school models)
10. Key Elements to Success: Student Support Services (Student Connectedness to the campus is the key ingredient to success)
  - a. Counseling
  - b. Mentoring
  - c. Student life
11. Matriculation must be seamless and use the latest technologies for
  - a. Recruitment/outreach/marketing
  - b. Assessment
  - c. Counseling
  - d. Admission and records
  - e. Ongoing counseling services
  - f. Student activities
  - g. Specialized student support services for Veterans, EOPS, Honors, DSPP, Puente and others.
  - h. Online student support services
12. Administrative support services
  - a. Parking, Classroom usage, and Environment
13. Recommendations
  - a. Student success must be holistic integrating instruction, student services, and administrative services. Connectedness with faculty, staff and students is the key to success.
  - b. Learning communities: All faculty, staff, and students are part of the learning community and are teachers and learners). Integrate classified staff into the learning community.
  - c. Seamless and customer oriented services
  - d. Early intervention and partnerships with schools and community organizations
  - e. Business and Industry Partnerships

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-2

Date: April 28, 2009

Subject: Honors Program at Riverside Community College District

Background: Presented for the Board's information is an update on the Honors program including a brief overview, new curriculum offerings, the transfer mission and the student research conference.

Information Only.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Sylvia Thomas  
Associate Vice Chancellor, Instruction  
Kathleen Sell  
Coordinator, Riverside City College Honors Program



# Riverside Community College District Honors Program

## Riverside City College Honors Program Moreno Valley Campus Honors Program Norco Campus Honors Program

### Introduction

As part of the District mission to provide “transfer programs paralleling the first two years of university offerings” and “in the tradition of general education, the liberal arts and sciences and the occupational and technical programs and courses prepare students for intellectual and cultural awareness, critical and independent thought, and self-reliance” we believe the RCCD Honors Program serves our students and helps to make RCCD a competitive and attractive choice for students planning to complete four-year degrees but desiring to attend community college first, and an especially attractive choice in these economic times. Since our last report, we have continued to grow and expand the benefits we are able to offer students in the RCCD Honors Program.

### Overview

The RCCD Honors Program has grown from serving 51 students enrolled in four honors seminars in the start-up semester of offering classes (Fall 2005) to serving 153 students in 12 honors seminars with classes on all three campuses this spring 2009. And we are thrilled to have Norco back on board—they have 18 committed students and faculty who are eager to make this program work. Moreno Valley has 51 students and Riverside 84 enrolled in seminars this semester. Several of these students take more than one honors seminar, so this is an unduplicated headcount of students taking classes in the program this semester.

We will be submitting our second Annual Program Review and our first Comprehensive Program Review this spring and in these, we have gathered and analyzed data on (among other things) our student demographics and enrollment patterns which will continue to inform the requests we make to departments about course offerings and shape our recruitment strategies for bringing students into honors.

### Curriculum

The program has continued to solidify the range of course offerings, trying to be sensitive to enrollment patterns and the needs of our students in Math/Science and Engineering as well as in the Humanities and Social Sciences. Chemistry 1AH and 1BH were offered for the first time this year (in fall and spring respectively), and we now have in place a track B for completing the Honors Program for Math/Science/Engineering students, whose lower division preparation in the major and related areas is extensive. We have worked with the Chemistry, Physics and Math disciplines to identify courses in those areas that students can use to complete two of their required six honors courses. Currently, students can use any two of the following (completed with an A or B) to help them complete the Honors Program: Physics 2B and C; Physics 4B and C; Chemistry 12A and B; and now also Math 1C, 2, and 3. We continue to work with Biology and Math to develop honors sections of courses and with faculty in other areas (Psychology, Anthropology, Astronomy, etc) to continue to strengthen our math/ science offerings. We have successfully offered an honors section of Math 12H in Spring 2008 and again this spring 2009.

Our offerings in the Humanities and Social Sciences remain strong: English 1AH and 1BH, Art 6H, History 6H and 7H, Humanities 4H, 5H, and 10H; Political Science 1H; Philosophy 10H; and Speech Communication 1H. We continue to dialogue among the three campuses to ensure that our course offerings are complementary and give students the opportunity to complete the 6 classes in honors needed to complete the program easily within a two-year time-frame. All of the honors courses submitted so far have successfully gained articulation and appear with the H designation on students' transcripts.

### Transfer Mission

The Program has continued to work closely with Student Services and Information Services as it has grown. This spring, with Debbie DiThomas leadership and Ellen Drinkwater's efforts, we have made great strides towards implementing an automated process for contacting honors students each fall and spring about the need to update their SEP. This kind of follow up will help to ensure that the process of matriculating and transferring works smoothly and efficiently for these students who are well able to succeed, but often struggle to navigate the process of transfer without taking advantage of all the resources RCCD provides them, especially in Counseling and the Transfer/Career Center.

This emphasis on program completion and on encouraging students to utilize resources to aid in transfer is especially important in helping our students to take advantage of the transfer agreements available to them through the Honors Program. Last Fall (2007) we applied for membership in the UCLA TAP Program. In February of 2008, we were notified that our application had been accepted, and this March 2009, the program "certified" RCCD's first UCLA TAP students. TAP membership is a tremendous boost for students. The transfer admissions rate to UCLA is 30-40%; for students who apply via their honors program's TAP membership, the admissions rate is 85-90%.<sup>1</sup> In addition, we have transfer agreements with UC Irvine, San Diego State University among several others which offer special admissions and program admissions consideration for honors students.<sup>2</sup>

### Other Program Benefits

The strongest aspect of the Honors Program continues to be the honors classroom where the personalized instruction, close connection between individual honors faculty and honors students, the community that develops in the small seminar classes among honors students, the innovative

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<sup>1</sup> UCLA provided this information at the Spring 2007 TAP Council meeting.

<sup>2</sup> Please see the attached UCLA TAP acceptance letter.

instruction, and the advising offered by the Coordinators and designated counselors have created a positive learning experience for honors students, as they consistently indicate in their end of term surveys and in the less formal posts they make on the Program Facebook page. We are the envy of some of our sister programs because RCCD has made a strong commitment to our honors seminars, which allow the students to genuinely engage in a different learning experience rather than experiencing honors as simply an additional paper or independent study project as so often happens when honors programs consist primarily of contract addendums. Now in our fourth year, we are getting wonderful feedback from former RCCD honors students who are now beginning to complete their studies at 4 year institutions and move on to professional and graduate schools. For example, this spring we will have two RCCD Honors Program alums who will now also be alums of UCLA, one of whom will be going on to NYU for graduate work next fall.

One very tangible product (beyond the anecdotes our former students bring back to us) of this seminar learning environment in which students are encouraged to develop not just their writing skills, but their oral communication skills and work towards “the big project,” is our students’ strong participation in both our first RCCD Honors Conference and in the UC Irvine Building Bridges Honors Conference. Fifteen students presented papers at our RCCD fall conference and the entire Chemistry 1AH class presented their poster research projects. Nineteen RCCD students presented papers at this February’s UC Irvine Building Bridges Honors Research Conference. Twenty-three community colleges sent students to UC Irvine conference, with those sending the most including East Los Angeles, El Camino, and Golden West (who each sent 20), and *Riverside*--we sent 19 in just our third year participating. These conferences provide students with the opportunity not only to share their work, but to test their mettle and build confidence. Hands down, our students have indicated that this experience is one of the most valuable and enriching for them.

Thank you for your continuing support of our students and the Honors Program here at RCCD.





OFFICE OF THE DEANS  
UCLA COLLEGE • LETTERS & SCIENCE  
2300 MURPHY HALL  
BOX 951438  
LOS ANGELES, CALIFORNIA 90095-1438

January 28, 2008

Dr. Kathleen Sell  
Honors Program Coordinator  
Riverside City College  
4800 Magnolia Ave.  
Riverside, CA 92506-1299

Dear Kathleen,

We are pleased to welcome the Honors Programs at Riverside City College and the Moreno Valley Campus to the Transfer Alliance Program (TAP) between UCLA and now 45 community colleges. Staff and faculty from the College of Letters and Science, UCLA Undergraduate Admissions, and a team of one TAP director and one TAP counselor evaluated the Riverside Community College Honors Programs according to the criteria for selection of new colleges. We all agree that your program offers your students enrichment and guidance that will prepare them for successful transfer to UCLA.

One of the reviewers noted "I would like to commend the applicants from Riverside Community College's Honors Program for the most thorough application for TAP membership that I have seen in many years." I will add that the information you provided made the review process infinitely easier for everyone.

In reviewing your application we noted a number of strengths of your program which are listed below:

- The program has an excellent foundation and good leadership. There is strong support at the District level. However, with several administrators in interim positions will this support continue when positions are permanently filled?
- You have created solid footing during the past two years and have outlined a plan for future improvement and have demonstrated a high level of commitment.
- The addition of Honors Physical Geography and Honors Statistics will help balance course offerings in the physical science area. Adding Honors Calculus would increase the math/science options and serve as a building-block for major prep in many areas important for transfer to UCLA.
- Plans are underway to establish a plan for program assessment and accountability. This stems from the curriculum which is an excellent approach. The common learning outcomes for honors courses are clearly defined.

- There are excellent examples of enrichment in the honors seminars and they provide opportunities for research, use of technology, analysis and critical thinking.

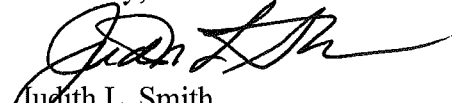
Some concerns were noted and they are identified below:

- At this point in the program's development more math and science courses are needed. It is recommended that more faculty from these disciplines be encouraged to participate in the program and teach courses.
- Requiring students to complete 6 honors courses may discourage students interested in highly selective majors at UCLA since a strong GPA is required along with a high number of major prep courses. Such students may self select out of the Honors Program given the course load already required to fulfill major prep. This is especially a problem for students interested in the life and physical sciences and business economics.
- You acknowledge that a 3.0 completion GPA is a bit low in comparison with other Honors Programs. Students interested in highly selective majors will not fare well with an overall 3.0 GPA and will need to understand how this positions them for admission.
- Given the size of the program at least two counselors should be assigned to support students. It is unclear as to the exact role played by the designated counselor and whether or not she actually interacts with students in the program or serves in a more administrative capacity, referring students to counselors who are not assigned to the program. Are counselors who see Honors students supportive of and familiar with the goals and requirements of the program?
- Increased communication between the Honors Program and representatives of campus programs devoted to support of historically underrepresented students should be a priority. This will assist in developing strategies for increased involvement of these students.
- Space for the program appears limited, especially at Moreno Valley. Clerical support resides at the District rather than the campus level. As the programs grow, this needs to be addressed.

One significant area of concern in the number of courses offered for students who plan to transfer to programs in math and science. We ask that each campus submit an update to us in September 2012 which describes the Honors curriculum and efforts made over the next five year to increase the number of faculty from math and science departments who are offering honors courses. We will send you a reminder several months in advance of this date.

We look forward to a rewarding collaboration between Riverside Community College and UCLA through the Transfer Alliance Program.

Sincerely,



Judith L. Smith  
Vice Provost for Undergraduate Education

Cc: Linda Lacey, Interim President, Riverside City College  
Irving G. Hendrick, Interim President, Moreno Valley Campus  
Chris Rocco, Coordinator, Moreno Valley Campus Honors Program  
Betty Glick, Associate Vice Provost for Undergraduate Education  
Kate Jakway Kelly, Student Affairs Officer/Evaluator and TAP Coordinator,  
University Admissions & Relations with Schools  
Kim Alexander, Articulation Coordinator, University Admissions  
& Relations with Schools  
Marc Levis-Fitzgerald, Director, Undergraduate Research and Evaluation

## Honors Schedule for Fall 2009

### Riverside City College

- Art 6H Honors Art Appreciation, 3 units  
Eng 1AH Honors English Composition, 4 units  
Eng 1BH Honors Critical Thinking/Writing, 4 units  
His 6H Honors Political and Social History of US, 3 units  
Hum 4H Honors Arts, Ideas, Ancient-Medieval, 3 units  
Phi 10H Honors Introduction to Philosophy, 3 units

### Moreno Valley Campus

- Eng 1AH Honors English Composition, 4 units  
Eng 1BH Honors Critical Thinking/Writing, 4 units  
Phi 10H Honors Introduction to Philosophy, 3 units  
Chem 1AH Honors General Chemistry, I, 5 units  
His 6H Honors Political and Social History of US, 3 units

### Norco Campus

- Eng 1AH Honors English Composition, 4 units  
Hum 5H Honors Arts and Ideas: The Renaissance through the Modern Era, 3 units  
Spe 1H Honors Public Speaking, 3 units

## Honors Schedule for Spring 2010\*

### Riverside City College

- Eng 1AH Honors English Composition, 4 units  
Eng 1BH Honors Critical Thinking/Writing, 4 units  
His 7H Honors Political and Social History of US, (1877 to present), 3 units  
Hum 5H Honors Arts and Ideas: The Renaissance through the Modern Era, 3 units  
Mat 12H Honors Statistics, 3 units  
Pol 1H Honors American Politics, 3 units  
Spe 1H Honors Public Speaking, 3 units

### Moreno Valley Campus

- Che 1BH Honors General Chemistry II, 5 units  
Eng 1AH Honors English Composition, 4 units  
Eng 1BH Honors Critical Thinking/Writing, 4 units  
Hum 10H Honors World Religions, 3 units

### Norco Campus

- Eng 1BH Honors Critical Thinking/Writing, 4 units  
Hum 4H Honors Arts, Ideas, Ancient-Medieval, 3 units  
Art 6H Honors Art Appreciation, 3 units  
Or  
Phi 10H Honors Introduction to Philosophy, 3 units

\*Spring 2010 schedule of offerings is tentative. New Honors courses particularly in the math and sciences are in development and could be approved for spring 2010 offering. Changes to the schedule could occur based on Honors Advisory Council recommendations and student input.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
RESOURCES COMMITTEE MEETING  
April 21, 2009 - 7:15 p.m.  
Student Services 101, Moreno Valley Campus

Committee Members: Mark Takano, Committee Chairperson  
Jose Medina, Vice Chairperson  
James L. Buisse, Vice Chancellor, Administration and  
Finance  
Melissa Kane, Vice Chancellor, Diversity and Human  
Resources  
Doug Beckstrom, Academic Senate Representative  
(Moreno Valley Campus)  
Tim Brown, Academic Senate Representative (Riverside)  
Patricia Worsham, Academic Senate Representative (Norco)  
Amber Casolari, CTA Representative (Riverside)  
Shari Yates, CTA Representative (Riverside)  
Karin Skiba, CTA Representative (Norco)  
Gustavo Segura, CSEA Representative (Moreno Valley)  
Tamara Caponetto, CSEA Representative (Norco)  
Tish Chavez, Confidential Representative (Riverside)  
Zulma Michaca, ASRCCD  
Meshay Brown, ASRCCD

AGENDA

VI. Board Committee Reports

B. Resources Committee

1. Bradshaw Emergency Electrical Service Repair – Change Order  
- The Committee to consider a deductive change order in the amount of \$50,000.
2. Construction Management Services – Staff Augmentation  
- The Committee to consider a construction management services agreement with C.W. Driver and the use of District Measure C funds.
3. Wheelock Gymnasium, Seismic Retrofit Project: Construction Management Services  
- The Committee to consider a construction management services agreement with Tilden Coil Constructors, Inc. and the expenditure of project funds for multiple prime construction management services.
4. Riverside Nursing/Sciences Building Project: Inspection Services

- The Committee to review agreements with River City Testing and Inland Inspections & Consulting for DSA inspection and testing laboratory services.
- 5. 2009-2010 Tax and Revenue Anticipation Note (TRAN)
  - The Committee will receive a presentation concerning Tax and Revenue Anticipation Notes.
- 6. Comments from the public

Adjourn

Prepared by: Charlotte Zambrano  
Administrative Assistant,  
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: April 28, 2009

Subject: Bradshaw Emergency Electrical Service Repair – Change Order

Background: On August 19, 2008, the Board of Trustees approved funding for the Bradshaw Emergency Electrical Service Repair project to cover the cost of preparing plans and specifications and to complete the work for the Bradshaw building located at the Riverside City campus. Resolution No. 2-08/09 was approved authorizing the emergency repairs. The District awarded a contract to Hinkley and Associates, Inc. to complete the repairs.

On February 24, 2009, the Board of Trustees approved the Notice of Completion, accepting the Bradshaw Emergency Electrical Service Repair project as complete.

Staff is now requesting Board approval of a deductive Change Order for modifications to the Bradshaw Emergency Electrical Service Repair project with Hinkley & Associates, Inc. as a credit to the District in the amount of \$50,000. Since the emergency scope was not fully known at the time this project was approved, an allowance was included in the amount of \$50,000. The allowance was not used and will be returned to District Measure “C” funds (Resource 4160). An additional description of the change order credit is noted in the attached Change Order Summary.

Recommended Action: It is recommended that the Board of Trustees approve the deductive Change Order for the Bradshaw Emergency Electrical Service Repair project with Hinkley & Associates, Inc. as a credit in the amount of \$50,000 and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Order.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Orin L. Williams  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

Rick Hernandez  
Director, Capital Planning  
Facilities Planning, Design and Construction



Riverside Community College District  
Facilities, Planning, Design and Construction  
Bradshaw Emergency Electrical Service Repair

CHANGE ORDER SUMMARY

Change Order: 1  
Contractor: Hinkley & Associates, Inc.

<i>Contract Amount:</i>	\$ 291,499.00
<i>Change Order No. 1 Amount:</i>	<u>\$ (50,000.00)</u>
<i>Revised Contract Sum:</i>	\$ 241,499.00

Change Order Description:  
- Credit for unused portion of allowance. (\$50,000)

*Requested by:* District  
*Accountability:* None

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-2

Date: April 28, 2009

Subject: Construction Management Services – Staff Augmentation

Background: On November 19, 2008, two new positions, entitled “Capital Program Administrator,” for the Office of Facilities Planning, Design and Construction (FPDC) were posted. One position was filled and approved by the Board of Trustees on February 24, 2009. The second position is still open.

Staff now recommends this second position be filled temporarily on a consulting basis, due to our inability to secure a sufficient pool of applicants over the past several months and because of the workload in FPDC. To this end, attached for the Board of Trustees review and consideration is a proposed consulting agreement with C.W. Driver for construction management services for upcoming projects within the District. Construction management services would be provided by C.W. Driver for up to six months at an amount not to exceed \$147,840, and these services would be funded from District Measure “C” monies (Resource 4160). It should also be noted that District legal counsel has approved this arrangement.

Recommended Action: It is recommended that the Board of Trustees approve the attached construction management services agreement with C.W. Driver and use of District Measure C funds in an amount not to exceed \$147,840 for funding said services, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Orin L. Williams  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

C. Michael Webster  
Riverside Community College District Planning Consultant  
Facilities Planning, Design and Construction

AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

C.W. DRIVER

THIS AGREEMENT is made and entered into on the 29<sup>th</sup> day of April 2009, by and between C.W. DRIVER hereinafter referred to as “Consultant” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the “District.”

The parties hereto mutually agree as follows:

1. Scope of services: Construction Management Service(s) – Detail referenced in Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant’s office(s), and on site at Riverside Community College Systems Office and the Norco Campus.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from April 29, 2009, to the estimated completion October 30, 2009, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall be at an hourly rate of \$154.00 per hour not to exceed a total amount of \$147,840 including reimbursable expenses. Invoice for services will be submitted every two weeks. Payments will be made as authorized by the Associate Vice Chancellor Facilities Planning, Design and Construction or his designee, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor Facilities Planning, Design and Construction or his designee.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the

purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from such use. In the event Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall first obtain approval of District's representative in writing.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged negligence, recklessness or willful misconduct. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such alleged negligence, recklessness, or willful misconduct. The obligations to indemnify and hold Consultant free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligent acts are fully and finally barred by the applicable statute of limitations.
10. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury,

including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.

11. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Consultant shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation. Consultant understands that harassment of any student or employee with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
13. Consultant is an independent contractor and no employer-employee relationship exists between Consultant and District.
14. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
15. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
16. This Agreement will be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

C.W. Driver

Riverside Community College District

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Dana Roberts  
President  
468 N. Rosemead Blvd.  
Pasadena, CA 91107

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James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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

## Exhibit I

### C.W. Driver

#### Project Management Services

1. Work with District representation in setting up project budgets and schedules to meet the District's objectives.
2. Review detailed construction drawings, prepare, revise, and monitor various construction related schedules, plans and documents.
3. Participate in the preparation and revision of project construction budgets.
4. Reconcile cost estimates with the architect and owner and make recommendations to maintain budget and schedule.
5. Assist in the monitoring of project budgets.
6. Review and comment on the completeness, thoroughness and constructability of design documents at appropriate design and review phases of development.
7. Monitor all aspects of the preconstruction phase to ensure thorough completion of construction drawings.
8. Attend preconstruction and construction meetings.
9. Establish a bidding strategy for the District to meet the intended bid and deliverable objectives.
10. Coordinate quality control reviews of the drawings and specifications and communicate information on thoroughness of corrections to the design team.
11. Manage the design team in meeting the preconstruction schedule.
12. Participate and help coordinate in accepting bids.
13. Develop and establish bid strategy on the acceptance and rejection of bids.
14. Provide liaison with District and Contractors.
15. Provide guidance to ensure that District's objectives are timely cost efficient, customer focused and aligned with the District's mission.
16. Provide guidance and assist in major strategic project management processes.
17. Further develop and enhance project management practices, policies and training.
18. Other duties as assigned.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-3

Date: April 28, 2009

Subject: Wheelock Gymnasium, Seismic Retrofit Project: Construction Management Services

Background: On June 20, 2006, the Board of Trustees approved the District's 2008-2012 Five-Year Capital Construction Plan, which included the Final Project Proposal (FPP) for the Physical Education Complex Phase II (Wheelock Gymnasium, Seismic Retrofit) project at the Riverside City College campus. On September 30, 2008, the District received approval from the State Chancellor's office to initiate the development of final architectural plans and specifications for the project. On December 9, 2008, the Board of Trustees approved an agreement with GKK Works to provide design services.

Staff is now recommending that the Wheelock Gymnasium, Seismic Retrofit project at the Riverside City College campus be delivered using Construction Management Multiple Prime (CMMP) contracting.

On February 2 and February 3, 2009, interviews were conducted with nine of the District's pre-approved construction management firms. The interviews were administered by a multi-campus staff committee. Based on the results of the interviews and proposals, staff is requesting approval to enter into the attached agreement with Tilden Coil Constructors, Inc. to provide said multiple prime construction management services for the Wheelock Gymnasium, Seismic Retrofit project. Services under this agreement would include management and oversight of bid preparation, cost estimating, construction execution and ensuring compliance with bid drawings and specifications, contract documents, code and labor compliance, and Division of State Architect (DSA) requirements, and assistance with building commissioning.

The total fixed fee for the construction management services is identified as follows:

Basic Compensation Fee - \$1,020,000

General Conditions Costs - \$997,253

Total Fee - \$2,017,253

CMMP services would be funded by State Construction Act Funds - 55% (Resource 4100) and District Measure "C" Funds - 45% (Resource 4160).



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-3

Date: April 28, 2009

Subject: Wheelock Gymnasium, Seismic Retrofit Project  
(continued)

Recommended Action: It is recommended that the Board of Trustees approve the agreement for the Wheelock Gymnasium, Seismic Retrofit project with Tilden Coil Constructors, Inc.; approve the expenditure of project funds in an amount not to exceed \$2,017,253 for multiple prime construction management services; and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Orin L. Williams  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

Ruth W. Adams  
Director – Contracts, Compliance and Legal Services  
Riverside Community College District

C. Michael Webster  
Riverside Community College District Planning Consultant  
Facilities Planning, Design and Construction



Construction Management – Multiple Prime  
Public Works Agreement

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

And

**TILDEN COIL CONSTRUCTORS, INC.**

Construction Management Services

**Wheelock Gymnasium, Seismic Retrofit  
Riverside City Campus**

## **CONSTRUCTION MANAGEMENT SERVICES**

(For Wheelock Gymnasium Seismic Retrofit, Riverside City Campus)

This Construction Management Services Agreement (“Agreement”) is made and entered into this 29th day of April, 2009 by and between Riverside Community College District (hereinafter “District”) and Tilden-Coil Constructors, Inc. (hereinafter referred to as “Construction Manager”) for construction management services relating to a multi-prime construction contract for construction of the Wheelock Gymnasium Seismic Retrofit located at Riverside City Campus, Riverside, California (the “Project”).

### **ARTICLE 1**

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

Construction Manager represents to District that it has the necessary license for a Construction Manager as provided for in Government Code Section 4525, *et seq.* that it has expertise and experience in construction supervision; bid evaluation; project scheduling; cost benefit analysis; claims review and negotiation; and general management and administration of construction projects. Construction Manager covenants to provide its best skill and judgment in furthering the interests of District in the management of the construction of the Project. Construction Manager agrees to furnish efficient business administration and management services and to perform in an expeditious and economical manner consistent with the interests of District. The Construction Manager hereby designates the following:

Steve Worley, Vice President Building Development (Project Executive)  
Tracy Ellis, Project Manager  
Bryant Ismerio, Project Engineer  
David Peters, Superintendent

The designee’s are Construction Manager’s representatives to the Owner. Any substitution of the Construction Manager’s representatives shall be approved in writing by the Owner. Construction Manager shall provide the following services with respect to the Project.

#### **1.1 DESIGN PHASE.**

The services to be provided during the Design Phase for the Project include, but are not limited to, providing responsible reporting, documentation, recommendations and supervision of the following services: pre-construction scheduling, review and recommendations during the design development stages from the schematic phase to the completion of working drawings, preparation of conceptual and periodic estimates, budget assessment and cost containment advice, value engineering studies and recommendations, and Construction Manager reviews.

1.1.1 Construction Management Plan. In consultation with the District’s architect (“Architect”), the Construction Manager shall prepare a Construction Management Plan for the Project which shall establish the scope for the Project and the general basis for the sequence of contracting for construction of the Project. In preparation for this Construction Management plan, the Construction Manager shall evaluate the local construction market, the

District's schedule and budget goals for the Project, develop various alternative approaches, and make recommendations to the District. Upon approval by the District of the Construction Management Plan for the Project, the Construction Manager shall prepare the Construction Management Plan in final form. This document shall indicate the Project's rationale and recommend the strategy for purchasing, construction, the various bid packages for Project, and a Master Project Schedule.

1.1.2 Master Project Schedule. The Construction Manager shall develop a Master Project Schedule for the Project, subject to approval by District, which shall contain key milestones to be accomplished by the participants, including milestone completion dates for the Architect's and any consultant's design activities. The Master Project Schedule shall be consistent with the schedule attached hereto as Exhibit "A" and incorporated herein. The Master Project Schedule shall contain a critical path Master Construction Schedule for the Project and shall provide all major elements.

If necessary, the Construction Manager shall periodically update the Master Project Schedule for the Project and submit each update to the District for the District's approval.

1.1.3 Project Budget. The Construction Manager shall provide a budget based upon the amounts provided by the District pursuant to Paragraph 2.2 ("Project Budget"). This budget shall include: the anticipated total of all of the separate contracts for the Project pursuant to Section 1.1.10 ("Construction Cost"); Construction Manager's compensation; and the General Conditions costs as provided in this Agreement. The Construction Manager shall review any Project requirements of District, the District's schedule goals, and existing budget data.

The Construction Manager shall make a report of the Project Budget to the District indicating: (1) shortfalls or surpluses in the budget, and (2) recommendations for cost reductions, value engineering, or revisions to the District's Project requirements. The Construction Manager shall consult with the Architect and the District to suggest reasonable adjustments in the scope of the Projects, if any, and to suggest alternate Bids in construction documents to adjust the construction costs to conform to the Project Budget.

1.1.4 Cost Management Procedures. The Construction Manager shall implement and maintain cost management procedures throughout the Design Phase for the Project. When design or programmatic changes are made and approved by the District, these changes shall be recorded and the cost effect shall be documented.

1.1.5 Construction Management Coordination and Value Engineering Review. The Construction Manager shall perform constructability reviews, utilizing a checklist type method such as Redicheck or some other form acceptable to District, and shall provide input to the District relative to means and methods of construction, duration of construction, and constructability. This checklist shall be made available to the District and the Architect.

1.1.6 Coordination/Value Engineering Review. With respect to the Project, the Construction Manager shall review the Architect's 50% and 90% contract document submissions

and provide written comments on the coordination of the various disciplines, including civil, structural, architectural, mechanical, electrical, HVAC, plumbing, and landscape.

1.1.7 Design Review and Comments. The Construction Manager shall provide coordination between the Architect and the District on the proper flow of information for the Project. The Construction Manager shall develop written procedures for orderly communication to all Project consultants. Construction Manager shall advise on-site use and improvements.

1.1.8 Cost Adjustment Sessions. The Construction Manager shall prepare for the District's approval a more detailed estimate of Construction Cost, as defined in Article 3, developed by using estimating techniques which anticipates the various elements of the Project. The Construction Manager shall update and refine this estimate at 50% and 90% completion of the Construction Documents. The Construction Manager shall advise the District and the Architect if it appears that the Construction Cost may exceed the budgeted amount for Construction Cost as set forth in the Project Budget. The Construction Manager shall make recommendations for corrective action to bring the Construction Costs within the District Budget.

A fixed limit has been established to the project budget under Paragraph 2.2. The Construction Manager shall consult with the Architect and the District to suggest reasonable adjustments in the scope of the Project, and to suggest alternate bids in the Construction Documents to adjust the Construction Cost to the budgeted amount for Construction Cost as set forth in the Project Budget, if necessary.

1.1.9 Assignment of Responsibility. The Construction Manager shall provide recommendations and information to the District regarding the assignment of responsibilities for safety precautions and programs; temporary Project facilities; and equipment, materials and services for common use of contractors. The Construction Manager shall verify that the requirements and assignment of responsibilities are included in the proposed contract documents.

1.1.10 Separate Contracts (Multi-Prime Contracting). The Construction Manager shall advise on the separation of the Project into separate contracts for various categories of work ("Contracts"). The Construction Manager shall advise on the method to be used for selecting contractors and awarding individual bids. The Construction Manager shall prepare and revise contractor pre-qualification documents and identify potential contractors for District approval. The Construction Manager shall inspect, review, revise and assure proper delivery, assembly of the Project manuals and specifications and shall manage and coordinate the development of construction documents with the Architect. The Construction Manager shall review drawings and specifications for the Contracts to provide that (1) the work of the separate contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate separate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

1.1.11 Monthly Reports. With the District's assistance, Construction Manager shall provide a detailed cash flow tracking system for the Project. The system must be approved

and accepted by the District. The Construction Manager shall update the cash flow spread sheet monthly or as required by the District.

1.1.12 Coordination of Relocation of District Property. If applicable, Construction Manager shall coordinate the moving, relocation, temporary housing and storing of District's property prior to the construction phase for the Project.

1.1.13 State Chancellor and Other Public Agencies. The Construction Manager, in cooperation with the District and Architect, shall assist with the coordination and processing of all necessary paperwork and close-out documents with the State Chancellor, Division of the State Architect and any other applicable public agencies.

1.1.14 Professional Consultants. The Construction Manager shall assist the District, if required, in selecting and retaining the professional services of surveyors, special consultants and testing laboratories, and coordinate their services.

## **1.2 PLAN CHECK AND BIDDING PHASE.**

1.2.1 Bidding Procedures. The Construction Manager shall develop and expedite bidding procedures for bid document issuance, bid tracking and receipt of proposals with regard to each of the Contracts. The Construction Manager shall also take the necessary procedures to administer any prequalification of potential contractors as directed by the District and ensure that all Contracts are competitively bid when required by law.

1.2.2 Public Relations Activities. The Construction Manager shall assist the District in all public relations including, but not limited to, preparation of Project information and attending internal and public meetings as required, including site meetings.

The Construction Manager shall be the point of contact for the entire community during all phases of construction in regards to any complaints, questions, safety issues, noise problems, dust problems, etc.

1.2.3 Generate Bidder Interest. The Construction Manager shall develop bidder's interest in the Project and shall maintain contact with potential bidders for the Contracts on a regular basis throughout the bid period. A telephone campaign shall be conducted by Construction Manager to stimulate and maintain interest in bidding on the Project.

1.2.4 Bid Advertisements. The Construction Manager shall coordinate the preparation and placement of the notices and advertisements to solicit bids for each of the Contracts as required by law in cooperation with the District.

1.2.5 Prepare and Expedite Bid Documents Delivery. The Construction Manager shall coordinate and expedite the preparation, assembly and delivery of bid documents and any addenda for each of the Contracts to the bidders including the following, as applicable:

- (a) Establish bid schedule by trade;
- (b) Prepare summaries of work bid packages;

- (c) Arranging for printing, binding and wrapping;
- (d) Arranging for delivery; and
- (e) Follow-up calls to the bidders.

The Construction Manager shall include the following requirements in all proposed Contract Documents:

- (a) The following bonding requirements:
  - (i) Performance bond at 100% of the contract amount.
  - (ii) Labor and material bond at 100% of the contract amount.
- (b) Insurance in amounts and coverage as directed by the District prior to bid.
- (c) All bonds must be provided by a California admitted surety.

1.2.6 Pre-Bid Conference(s). In conjunction with the Architect and District, the Construction Manager shall conduct the pre-bid conference(s). These conferences shall be a forum for the District, the Construction Manager, and Architect to present the District's Project requirements to the bidders, including prequalification requirements, as appropriate, and shall familiarize bidders with the particular Project, bid documents, management techniques and with any special systems, materials or methods.

1.2.7 Coordination and Inquiries. The Construction Manager shall coordinate communications related to bidder inquiries and seek resolution for the appropriate party and provide timely forwarding of such information to the bidders and District.

1.2.8 Addenda Review. The Construction Manager shall administer the addenda process and shall provide a review of each addendum during the bid phase for time, cost, or constructability impact, and make appropriate comments or recommendations.

1.2.9 Bidding of Work. All construction work for the Project shall be competitively bid when required by law and awarded in no more than two bid phases in accordance with normal requirements for general contractors. If the Project is funded with any State funds, Construction Manager shall comply with all applicable requirements. A bid phase summary shall be submitted with each bid phase package listing only the low bidders, their contract amounts, the Construction Manager's fee and General Conditions costs assigned to each bid phase, summed as a total committed cost. Construction Manager shall assist District and Architect to ensure compliance with any Disabled Veteran Business Enterprise goals.

1.2.10 Bid Evaluation. The Construction Manager in cooperation with Architect shall assist the District in pre-qualification, the bid opening, evaluation of the bids for completeness, full responsiveness and price, including alternate prices and unit prices (if applicable), shall make a formal report to the District with regard to the potential award of a

Contract, shall receive bids, prepare bids. The Construction Manager shall include a copy of the proposed Contract for each bidder recommended by the Construction Manager.

If applicable, the summary of bids shall classify all bids according to cost allowance categories. When a bid includes work in more than one cost category, the summary shall assign an appropriate amount to each.

Construction Manager shall certify in writing that the Contracts contained in the submittal for the District represents all the contracts required to perform the work in the plans and specifications for the Project, and that no additional contracts are foreseen to complete the necessary work for such Project. In the event the contracts and the work deferred for the future does not represent 100% of the work, the additional necessary work shall be offset by a reduction in the Construction Manager's fees.

1.2.11 Rebidding. In the event the bids exceed the Project Budget and the District authorizes rebidding of all or portions of the Project, the Construction Manager shall cooperate in revising the scope and the quality of work as required to reduce the construction costs for the Project. The Construction Manager, without additional compensation, shall cooperate with the District and Architect as necessary to bring construction costs within the Project Budget.

1.2.12 Non-interest in Project. The Construction Manager shall not be a bidder, or perform work for any bidder on any individual Contract.

1.2.13 Purchase, Delivery and Storage of Materials and Equipment. If applicable, the Construction Manager shall investigate and recommend a schedule for the District's purchase of materials and equipment which are a part of the Project and require long lead time procurement, and coordinate the schedule with the early preparation of portions of the contract documents. The Construction Manager shall expedite and coordinate delivery of all purchases.

If applicable, the Construction Manager shall arrange for delivery and storage, protection and security for District-purchased materials, systems and equipment which are a part of the Project, until such items are incorporated into the Project. The Construction Manager shall coordinate with or assign these activities to the appropriate contractor who is responsible for the installation of such materials, systems, and equipment.

1.2.14 Analysis of Labor. The Construction Manger shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations to minimize adverse effects of labor shortages.

### **1.3 CONSTRUCTION PHASE.**

The Construction Phase for the Project shall commence with the award of the initial Contract and shall continue until sixty-five (65) days after the recording of a notice of



completion for the Project or sixty-five (65) days after completion of the Project as defined in Public Contract Code Section 7107 whichever is earlier.

The Construction Phase consists of the coordination of all activities that are included in the construction of a particular Project. The Construction Manager shall be responsible for coordinating the work for the Project pursuant to the Master Project Schedule. The Construction Manager shall maintain communication with the District throughout the Construction Phase and shall provide responsible reporting and documentation prior to the contractors' pre-construction conference and shall be responsible for coordinating the site construction services provisions (general conditions items) including supervision and administration of the Project, conducting construction progress meetings, providing progress reports, processing contractors requests for information (RFI's), reviewing and recommending with the Architect the approval or disapproval of change orders and payments to the contractors, and maintaining record keeping to assist the District in negotiations, mediation or arbitration of claims or disputes.

1.3.1 Pre-Construction Conference(s). The Construction Manager shall conduct, in conjunction with the District and the Architect, pre-construction orientation conference(s) for the benefit of the successful contractors and shall serve to orient the contractors to the various reporting procedures and site rules prior to the commencement of actual construction. The Construction Manager shall obtain the certificates of insurance and bonds from the contractors and forward such documents after approval by the Construction Manager to the District.

1.3.2 Contract Administration. The Construction Manager, in cooperation with the Architect, shall administer the construction Contracts as set forth herein and as provided in the General Conditions of the Contacts for construction. The Construction Manager shall coordinate the preparation of construction staging areas on-site for the Project and shall coordinate the preparation of the site for construction, including, but not limited to, coordinating fencing, barricades or other items reasonably necessary for efficient construction. The Construction Manager shall also coordinate the mobilization of all contractors and shall coordinate construction sequencing.

In addition, the Construction Manager shall provide management and related services as required to coordinate work of the contractors with each other and the activities and responsibilities of the Architect and District in order to complete the Project in accordance with the Contract Documents and this Agreement and within the Project Budget. The Construction Manger shall provide sufficient organization, qualified and experienced personnel and management to carry out the requirements of this Agreement.

The Construction Manager shall maintain a competent full-time staff at the Project site for the purpose of coordinating and providing general direction for the work and progress of the contractors.

1.3.3 Submittal Procedures. The Construction Manager shall establish and implement procedures with the Architect and coordinate and review shop drawing submittals, requests for information, samples, product data, change orders, payment requests, material

delivery dates and other procedures; and maintain logs, files and other necessary documentation. Construction Manager shall assist the Architect and the District's inspector with monitoring the certified payroll for the Project. The Construction Manager shall coordinate the dissemination of any information regarding submittals and consult with the Architect and the District if any Contractor requests interpretations of the meaning and intent of the Contract Documents, and assist in the resolution of questions which may arise.

1.3.4 Meetings. The Construction Manager shall coordinate and conduct preconstruction, construction and weekly job-site progress meetings with the Contractors and shall work with the Architect to ensure that the Architect records, transcribes and distributes minutes to all attendees, the District, and all other appropriate parties. The Construction Manager shall assist in the resolution of any technical construction issues.

1.3.5 Coordination of Technical Inspection and Testing. The Construction Manager shall coordinate with the District's certified inspector all testing required by the Architect or other third parties. If requested, the Construction Manager shall assist the District in selecting any special consultants or testing laboratories. All inspection reports shall be provided to the Construction Manager on a regular basis.

1.3.6 Construction Observation. The Construction Manager shall assist the District's inspector in observing that the materials and equipment being incorporated into the work are handled, stored and installed properly and adequately and are in compliance with the contract documents for the Project. The Construction Manager shall report to the District regarding the status of such activity. The Construction Manager shall endeavor to guard against defects and deficiencies and shall advise the District of any deviations, defects or deficiencies the Construction Manager observes in the work. The Construction Manager's observation duties shall include reasonable diligence to discover work that is not in compliance with the contract documents. These observations shall not, however, cause the Construction Manager to be responsible for those duties and responsibilities which belong to the District's inspector.

1.3.7 Non-Conforming Work. The Construction Manager shall, in conjunction with the District's inspector, review contractor's recommendations for corrective action on observed non-conforming work. The Construction Manager shall make recommendations to the District, the Architect and District' inspector in instances where the Construction Manager observes work that, in its opinion, is defective or not in conformance with the contract documents. The Construction Manager shall assist the District's inspector in observing the Contractor's work to verify that all authorized changes are properly incorporated in the Project. The Construction Manager shall report to the District regarding the status of such activity and provide a written record of the same.

1.3.8 Exercise of Contract Prerogatives. The Construction Manager shall advise the District and make recommendations to the District for exercising the District's Contract prerogatives, such as giving the Contractor notice to accelerate the progress when the schedule goals are in jeopardy due to Contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve Contract compliance.

1.3.9 Implementation of Master Project Schedule. The Construction Manager shall implement the Master Project Schedule and shall regularly update and maintain the Master Project Schedule incorporating the activities of Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of products requiring long lead time procurement. The Master Project Schedule shall include the District's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update, reissue and distribute the Master Project Schedule as required to show current conditions and revisions required by the actual experience.

1.3.10. Safety Programs. To the extent required by OSHA or any other public agency, Construction Manager shall obtain each Contractor's safety programs and monitor their implementation along with any necessary safety meetings. Construction Manager shall ensure that such safety programs are submitted to the District.

1.3.11 Endorsements of Insurance, Performance/Payment Bonds. The Construction Manager shall receive and review Endorsements of Insurance, Performance/Payment Bonds from the Contractors and forward them to the District with a copy to the Architect prior to commencement of any work by such contractors. Construction Manager shall inform the District of any noted deficiencies in insurance, or books submitted.

1.3.12 Changes in Construction Cost. The Construction Manager shall revise and refine the approved estimate of Construction Cost, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed.

The Construction Manager shall provide regular monitoring of the approve estimate of Construction Cost, showing actual costs for activities in progress and estimates for uncompleted tasks. The Construction Manager shall identify variances between actual and budgeted or estimated costs and advise the District and the Architect whenever the Project's costs appear to be exceeding budgets or estimates.

1.3.13 Construction Progress Review. The Construction Manager shall keep a daily log containing a record of weather, the Contractors working on the site, number of workers, work accomplished, problems encountered, and other relevant data or such additional data as the District may require. The Construction Manager shall make the log available to the District upon request. The Construction Manager shall prepare and distribute the construction schedule updates to the Master Project Schedule on a monthly basis to maintain the Master Project Schedule. After an evaluation of the actual progress as observed by the Construction Manager, scheduled activities shall be assigned percentage-complete values. The report shall reflect actual progress as compared to scheduled progress and note any variances. The Construction Manager shall identify problems encountered in accomplishing the work and recommend appropriate action to the District to resolve these problems with a minimum effect on the timely completion of the Project. If requested by the District, the Construction Manager shall assist the Contractor(s) in preparing a recovery schedule. The recovery schedule shall reflect the corrective action costs (if any) and efforts to be undertaken by the contractor(s) to recapture lost time. This

recovery schedule shall be distributed to the Contractor(s), the District, Architect and other appropriate parties.

1.3.14 Maintain On-Site Records. The Construction Manager shall develop and implement a comprehensive document management program. The Construction Manager shall maintain at the Project site, on a current basis: a record copy of all Contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings; product data; samples; submittals; purchases; materials; equipment; applicable handbooks; Titles 21 and 24 of the California Code of Regulations; the California Uniform Building Code; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts. The Construction Manager shall maintain records in duplicate, of principal building layout lines, elevations for the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer, if necessary. The Construction Manager shall make all records available to the District. At the completion of the Project, the Construction Manager shall deliver all such records to the Architect, so the Architect may complete the record as-built drawings.

1.3.15 Schedule of Values and Processing of Payments. The Construction Manager shall review and approve each Contractor's schedule of values for each of the activities included in that Contractor's schedule of events. The Construction Manager shall develop and maintain a master schedule of values. The Construction Manager shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments. As part of the evaluation of progress payments, the Construction Manager shall review all "as-built" documents and ensure that the Contractor's "as-built" documents are updated and current. The Construction Manager shall review with the Architect and make recommendations to the District pertaining to payments to the Contractors.

1.3.16 Evaluate Proposal Costs. The Construction Manager shall evaluate Contractors' proposal costs and make a formal recommendation to the District regarding the acceptance of any proposals for a change order.

1.3.17 Negotiations of Change Order Costs and Time Extensions. The Construction Manager shall assist the District and the Architect representative in negotiating any change order costs and time extensions.

1.3.18 Change Order Reports. The Construction Manager shall not issue instructions contrary to the contract between District and a Contractor, or between the District and Architect. The Construction Manager shall ensure that all changes to the Contract between the District and a Contractor shall be by change order executed by the District. Any communication between the Construction Manager and the Contractors shall not in any way be construed as binding on the District, or releasing the Contractor from fulfillment of any of the terms of the Contract. For the Project, the Construction Manager shall prepare and distribute change order reports on a monthly basis throughout the Construction Phase. This report shall provide information pertaining to proposed and executed change orders and their effect on the Contract price and Master Project Schedule as of the date of the report.

1.3.19 Contractor Claims. The Construction Manager shall be given copies of all notices of claims by Contractors against the District for any alleged cause. The Construction Manager, jointly with Architect, shall perform evaluation of the contents of the claim within twenty-five (25) days, and make recommendations to the District. If requested by the District, the Construction Manager shall prepare estimates based on any alleged cause of claims submitted by the Contractor(s) and shall prepare alternate estimates based on varying scenarios of the claim cause. These estimates shall be transferred to the District and shall be used in claim rulings and negotiations. If requested by the District, the Construction Manager shall analyze the claims for extension of time and prepare an impact evaluation report which reflects the actual impact to the Master Construction Schedule. The report shall also provide a narrative including a recommendation for action to the District. If requested by the District, the Construction Manager shall negotiate claims with the Contractor(s) on behalf of the District. The Construction Manager shall make a written recommendation to the District concerning settlement or other appropriate action. Excepting those claims of which the Construction Manager is responsible, Construction Manager's obligations pursuant to this Paragraph shall cease upon completion of the Project as defined in Paragraph 1.3 of this Agreement.

1.3.20 Project Status Reports. The Construction Manager shall prepare and distribute monthly a Project Status Report. The Construction Manager shall ensure that the Verified Reports required by Title 24 of the California Code of Regulations be completed quarterly by the contractors for the Project.

1.3.21 Equipment Instruction Manuals, Warranties and Releases. The Construction Manager shall obtain all written material such as operations and maintenance manuals, warranties, affidavits, releases, bonds, waivers and guarantees for all equipment installed in the Project. All such materials, including equipment instruction material, keys and documents shall be reviewed and delivered to appropriate District personnel.

1.3.22 Completion of Contracts and Project. When the Construction Manager considers a Contractor's work or a designated portion thereof complete, the Construction Manager shall prepare for the Architect a list of incomplete or unsatisfactory items ("Punch-list") and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections.

The Construction Manager shall coordinate the correction and completion of the work. The Construction Manager shall assist the Architect in determining when the Project or a designated portion thereof is complete. The Construction Manager shall prepare a summary of the status of the work of each contractor, listing changes in the previously issued Punch-list and recommending the times within which contractors shall complete the uncompleted items on the Punch-list.

1.3.23 As-Built Documents. The Construction Manager shall perform coordination, supervisory and expediting functions in connection with the contractor's obligation to provide "as-built" documents and make recommendations for adequate withholding of retention in the event that a contractor fails to provide acceptable "as-built" documents.

1.3.24 Training Sessions. The Construction Manager shall coordinate and schedule training sessions, if necessary, for the District's personnel and shall require that the Contractor's obligation in providing this training is fulfilled.

1.3.25 Recommendations to District. The Construction Manager shall endeavor to achieve satisfactory performance from each Contractor. The Construction Manager shall recommend courses of action to the District when requirements of a Contract are not being fulfilled, and the nonperforming party shall not take satisfactory corrective action.

1.3.26 Accounting Records. The Construction Manager shall establish and administer an appropriate Project accounting system in conjunction with the District and shall maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

1.3.27 Permits. The Construction Manager shall assist the District in obtaining all necessary permits for the Project, including without limitation, building, grading, and occupancy permits. This task may encompass accompanying governmental officials (Fire Marshal, DSA, Health Department, etc.) during inspections, assisting in preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities.

1.3.28 Initial Start-up and Testing. With the Architect and the District's maintenance personnel, the Construction Manager shall observe the Contractors' proper installation of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing for the Project. The Construction Manager shall coordinate and assist District in the move-in for the Project.

1.3.29 Final Completion and Project Report. The Construction Manager, in conjunction with the Architect and the District's inspector, shall at the conclusion of all corrective action of Punch-list items, make a final comprehensive review of the Project, make a report to the District which indicates whether the Construction Manager and the Architect find the work performed acceptable under the Contract Documents and the relevant Project data, and make recommendations as to final payment and the notice of completion to the Contractor(s) for the Project. At the conclusion the Project, the Construction Manager shall prepare final accounting and close-out reports of all above indicated report systems. These reports shall summarize, for historical purposes, any items which are not self-explanatory.

1.3.30 Warranty. The Construction Manager, shall assist the owner by coordinating and scheduling all warranty work as pertains to Section 1.3.21 (above), throughout the 1 year construction warranty period.

## **1.4 TIME.**

1.4.1 The Construction Manager shall perform the services set forth in this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Projects.

1.4.2 In the event the construction time requirements set forth in Section 1.1.2 of this Agreement are exceeded, and the delay is caused by the Construction Manager, the Construction Manager's fee shall be reduced by an amount of \$1,250.00 per calendar day as liquidated damages, but not as a penalty, starting from the scheduled construction completion date for the Project until construction is substantially complete.

1.4.3 Construction Manager shall be entitled to an extension of time for the time of completion and shall not be subject to a claim for liquidated damages for delays which may arise due to an Act of God as defined in Public Contract Code Section 7105 if the act of God affects the governmental agency from which approvals are necessary for completion of the Project, but Construction Manager shall have no claim for any other compensation for such delay. Should the schedule for the Project be extended due to an act of God as discussed above, the Construction Manager's performance contract shall be extended and the Construction Manager shall be compensated for this extension under the provisions of Section 4.4 of this Agreement.

## **ARTICLE 2**

### **THE DISTRICT'S RESPONSIBILITIES**

2.1 The District shall provide full information regarding the requirements of the Project including the District's objectives, constraints and criteria.

2.2 Prior to the commencement of the Design Phase for the Project, the District shall provide a financial plan and budget to be utilized by Construction Manager as set forth in Section 1.1.3 of this Agreement.

2.3 The District shall designate a representative ("District Representative") to act on the District's behalf with respect to each Project. The District, or the District Representative, if authorized, shall render decisions promptly to avoid unreasonable delay in the progress of the Construction Manager's services.

2.4 The District shall furnish tests, inspections and reports as required by law or the contract documents.

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

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

2.7 The District reserves the right to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project. The Construction Manager shall notify the District within ten (10) days of actual knowledge of the District's intent to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project, if any such independent action shall in any way compromise the Construction Manager's ability to meet the Construction Manager's responsibilities under this Agreement.

2.8 The District shall retain an Architect whose services, duties and responsibilities are described in the Agreement between the District and the Architect. The terms and conditions of the District-Architect agreement shall be furnished to the Construction Manager.

### **ARTICLE 3**

#### **CONSTRUCTION COST AND PROJECT BUDGET**

3.1 The Construction Cost of the Project shall be the total of the final contract sums of all of separate contracts of contractors for the Project, and shall not exceed the budgeted amount for the Construction Cost as set forth in the Project Budget.

3.2 Construction Cost shall not include the compensation of Construction Manager, the Architect and other consultants, general conditions, the cost of land, rights-of-way and other costs which are the responsibility of District as provided in Article 2 hereof, inclusive.

3.3 The Project Budget has been established under paragraph 2.2 hereof by the allowance for construction. Construction Manager shall consult with the Architect and District to suggest reasonable adjustments in the scope of the Project, and to suggest alternate bids in the construction documents to adjust the construction Project costs so that it does not exceed the Project Budget.

3.4 If the fixed limit of Construction Cost as set forth in the Project Budget is exceeded by the sum of the lowest figures from bona fide bids, District shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding of the Project or portions of the Project within a reasonable time, (3) cooperate in revising the scope and the quality of the work as required to reduce the Construction Cost or (4) reject all bids and abandon the Project. In the case of items (2) and (3), Construction Manager, without additional compensation, shall cooperate with District and Architect as necessary, including providing services as set forth in Article I, to bring the Construction Cost within the fixed limit of the Project Budget.

3.5 With the District's assistance, Construction Manager shall provide, on a monthly basis, a detailed cash flow tracking system for the Project. The system must be approved and accepted by the District. The Construction Manager shall update the cash flow spread sheet monthly or as required by the District.



Construction Manager shall provide for the District's review and acceptance, a monthly report for the Project. This report shall show the status for the Project that is under construction pertaining to this contract. With the District's assistance, the Construction Manager shall provide all construction related agenda items. Examples: change orders, notices to proceed, notice of completion, authorization to bid, award of contracts, etc.

**ARTICLE 4**  
**BASIS OF COMPENSATION AND PAYMENT**

District shall compensate Construction Manager for the services required hereunder, as follows:

**4.1 BASIC COMPENSATION FEE.**

- 4.1.1 Construction Manager's Services, as described in Article 1.1 shall be: \$102,000 (One Hundred Two Thousand Dollars)
- 4.1.2 Construction Manager's Services, as described in Article 1.2 shall be: \$102,000 (One Hundred Two Thousand Dollars)
- 4.1.3 Construction Manager's Services, as described in Article 1.3 shall be: \$816,000 (Eighty Hundred Sixteen Thousand Dollars)

**4.1.2 GENERAL CONDITIONS COSTS.**

General Conditions as described in Article 5 shall be reimbursed at cost in accordance with Article 5 and the General Budget with the total not to exceed \$997,253.

**4.2 PAYMENT**

**4.2.1 BASIC COMPENSATION PAYMENT:**

4.2.1.1 Pre-Construction Invoicing. Construction Manager shall invoice 20% of the Basic Services for the services set forth in Articles 1.1 and 1.2 in equal monthly increments, from the time the Construction Manager begins work on the Project to the commencement of the Construction Phase time the contractor is selected by the District.

4.2.1.2 Construction Invoices. Construction Manager shall invoice 70% of the Basic Services Fee in equal monthly increments during the Construction Phase.

4.2.1.3 Project Retention. Construction Manager shall invoice 10% of the Basic Services Fee 35 days after the District files the last Notice of Completion for the Project.

**4.2.2 GENERAL CONDITIONS PAYMENT.**

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

#### **4.3.2 PAYMENT OF INVOICES.**

District shall make payments to Construction Manager within thirty (30) days of receipt of the appropriate and approved invoice from Construction Manager.

#### **4.4 ADDITIONAL COMPENSATION.**

Construction Manager shall not be entitled to additional compensation unless there are unusual and unanticipated circumstances and only when approved in writing by District, in advance of such services being provided. If the Construction Manager shall claim compensation for any damage sustained by reason of the acts of the District or its agents, Construction Manager shall, within ten (10) days after sustaining of such damage, make to the District a written statement of the damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained, the Construction Manager shall file with the District an itemized statement of the details and amount of such damage in accordance with this Article, and unless such statement is submitted, any claims by Construction Manager shall be forfeited and invalidated and Construction Manager shall not be entitled to consideration for payment on account of any such damage. In the event extra compensation is approved, extra compensation shall be computed at cost plus ten percent (10%) of billings to Construction Manager by Construction Manager's consultants and for other costs incurred by the Construction Manager and at the following hourly rates for Construction Manager's employees:

Principal In Charge/Project Executive	\$ 160.00
Project Manager	\$ 140.00
General Superintendent	\$ 130.00
Project Superintendent	\$ 120.00
Estimating/Precon Services Manager	\$ 120.00
BIM/Constructability Manager	\$ 120.00
Scheduling Manager	\$ 85.00
Field Engineer	\$ 85.00
Clerical Assistance	\$ 50.00

### **ARTICLE 5** **GENERAL CONDITIONS**

Construction Manager shall provide the General Conditions for the Project. General Conditions of the Project are defined as those generic support activities which must be in place to support all construction aspects of the Project. These support activities are set forth in the Reimbursable Expenses and General Conditions Estimate attached hereto as Exhibit "B".

In no event shall the General Condition costs exceed the fixed fee of \$997,253.

All General Condition items and services shall be billed at their actual cost, and the Construction Manager shall take all reasonable steps necessary to obtain the most competitive prices available for these items. If Construction Manager desires to be reimbursed for any other

General Conditions costs not specifically set forth in this Article, prior to the commencement of the Construction Phase, Construction Manager shall submit a list of these General Condition items to District for District's approval. The cost of any additional items shall not be reimbursable unless advance written authorization is provided by the District to Construction Manager to obtain the item.

## **ARTICLE 6**

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

#### **6.1 TERMINATION OF CONSTRUCTION MANAGER SERVICES.**

The District may give seven (7) days written notice to Construction Manager of District's intent to suspend or terminate the Construction Manager's services under this Agreement for failure to satisfactorily perform or provide prompt, efficient or thorough service or Construction Manager's failure to complete its services or otherwise comply with the terms of this Agreement. If after the expiration of such seven (7) days, Construction Manager fails to cure the performance as set forth in the District's notice of intent to suspend or terminate the Construction Manager's services, District may issue a notice of termination or suspension. At that time, Construction Manager's services shall be suspended or terminated as set forth in District's notice.

District shall also have the right in its absolute discretion to terminate this Agreement in the event the District is not satisfied with the working relationship with Construction Manager and without cause following twenty-one (21) days prior written notice from District to Construction Manager.

#### **6.2 CONTINUANCE OF WORK.**

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

#### **6.3 ABANDONMENT OF A PROJECT.**

The District has the absolute discretion to suspend or abandon all or any portion of the work on the Project and may do so upon fourteen (14) day written notice to the Construction Manager. Upon notice of suspension or abandonment, Construction Manager shall immediately discontinue any further action on the Project. If the entire work to be performed on the Project is abandoned, the parties shall each be relieved of the remaining executory obligations of the Agreement, as it relates to the Project, but shall not be relieved of any obligations arising prior to said abandonment.

#### **6.4 COMPENSATION IN THE EVENT OF TERMINATION, ABANDONMENT OR SUSPENSION.**

In the event the District terminates, abandons or suspends the work on the Project, there shall be due and payable within thirty (30) days following such termination, abandonment or suspension a sum of money sufficient to increase the total amount paid to Construction Manager to an amount which bears the same proportion to the total fee as the amount of services performed or provided by Construction Manager prior to the time of such termination, suspension or abandonment of this Agreement bears to the entire services Construction Manager is required to perform or provide for the Project.

In the event of termination due to a breach of this Agreement by Construction Manager, the compensation due Construction Manager upon termination shall be reduced by the amount of damages and liquidated damages sustained by District due to such breach.

In the event that District chooses to abandon the Project or terminate the Agreement without cause, Construction Manager shall, in addition to the compensation described above, also be reimbursed for reasonable termination costs through the payment of (1) 3% of the Construction Management Fees incurred to date if less than 50% of the Construction Management Fees have been paid; or (2) 3% of the remaining Construction Management Fees if more than 50% of the Construction Management Fees have been paid. This payment is agreed to compensate Construction Manager for any damages resulting from early termination and is consideration for entry into this termination for convenience clause.

#### **6.5 DELIVERY OF DOCUMENTS.**

Upon termination, abandonment or suspension, Construction Manager shall deliver to District all documents and matters related to the Project.

### **ARTICLE 7** **INDEMNIFICATION**

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

(a) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Construction Manager's employees or Construction Manager's subcontractors' employees arising out of Construction Manager's work under this Agreement; and

(b) 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 Construction Manager or any person, firm or corporation employed by the Construction Manger 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 contractor's who are directly employed by the District;

(c) Any loss, injury to or death or persons or damage to property caused by any act, neglect, default or omission of the Construction Manager, or any person, firm or corporation employed by the Construction Manager, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the 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.

The Construction Manager at Construction Manger's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy and judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

## **ARTICLE 8**

### **SUCCESSORS AND ASSIGNS OR CONFLICT OF INTEREST**

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

8.2 Corporate Status. In the event of a change in the corporate status of the Construction Manager, the Owner shall have the right to review the conditions of said change, and if warranted, exercise Section 6.1 Termination of Construction Manager Services.

8.3 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Owner, during the term of his or her service with the Owner, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

8.4 Conflict of Employment. Employment by the Construction Manager of personnel on the payroll of Owner shall not be permitted in the performance of the Services, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Construction Manager of personnel who have been on the Owner's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Construction Manager securing this or related Agreements with the Owner, is prohibited.

8.5 Fiduciary Responsibilities. The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish his best skill and judgment and to cooperate with

the Owner's Design Professional in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and to use the Construction Manager's best efforts at all times in the most expeditious and economical manner consistent with the interest of the Owner.

**ARTICLE 9**  
**APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of California, however, in the event that the District receives any State funding for the Project, this Agreement shall also be governed by any applicable laws and/or regulations relating to such State funding ("Applicable Law"). To the extent that there is any inconsistency between this Agreement and the Applicable Law, or this Agreement omits any requirement of the Applicable Law, the language of the Applicable Law, in effect on the date of the execution of this Agreement, shall prevail.

**ARTICLE 10**  
**CONSTRUCTION MANAGER NOT AN OFFICER**  
**OR EMPLOYEE OF DISTRICT**

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

**ARTICLE 11**  
**INSURANCE**

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

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

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

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

**ARTICLE 12**  
**EXTENT OF AGREEMENT**

12.1 This Agreement represents the entire and integrated agreement between the District and the Construction Manager for this Project and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and the Construction Manager

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

CONSTRUCTION MANAGER:

Tilden Coil Constructors, Inc.

DISTRICT:

Riverside Community College District

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

Brian Jaramillo  
President  
3612 Mission Inn Ave.  
Riverside, CA 92501

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

James L. Buysse  
Vice Chancellor  
Administration and Finance

APPROVED AS TO FORM:

Ruth W. Adams

\_\_\_\_\_  
Ruth W. Adams, Esq.  
Director – Contracts, Compliance and Legal Services  
Riverside Community College District



## **EXHIBIT “A”**

### **PROPOSED PROJECT SCHEDULE**

Start Preliminary Plans	9/1/08
Start Working Drawings	1/1/09
Complete Working Drawings	5/1/09
DSA Final Approval	11/1/09
Advertise Bid for Construction	12/1/09
Award Construction Contract	1/1/2010
Advertise Bid for Equipment	6/1/2010
Complete Project	1/1/2011

\*All dates above reflect the most current JCAF32 form prepared on 8/30/07.

## **EXHIBIT "B"**

### **REIMBURSABLE EXPENSES**

The following Reimbursable Expenses shall be provided under the Construction Manager's direction and shall be reimbursable items under this Agreement. These items and services shall be billed at their actual cost, and the Construction Manager shall take all reasonable steps necessary to obtain the most competitive prices available for these items. The cost for any additional items shall not be reimbursable unless advance written authorization is provided by the Owner to the Construction Manager to obtain the item. Reimbursable expenses to be submitted at time of project estimate.

*Tilden-Coil Constructors, Inc.*

Wheelock Gymnasium, Seismic Retrofit

### **General Conditions Estimate**

To be submitted for District approval after execution of Agreement

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-4

Date: April 28, 2009

Subject: Riverside Nursing/Sciences Building Project: Inspection Services

Background: On June 17, 2008, the Board of Trustees approved the final design and final project budget for the Riverside Nursing/Sciences Building Project in the amount of \$85,158,833. On January 17, 2009, the Board approved the engagement of Barnhart, Inc., a Heery International Company, to provide multiple prime construction management services.

Staff is now requesting approval to enter into the attached agreement with River City Testing to provide DSA Special Inspection and Testing Laboratory Services for the Riverside Nursing/Sciences Building project. Services under this agreement would include all speciality and material testing for a total amount not to exceed \$358,092.70.

Additionally, staff is requesting approval to enter into an agreement with Inland Inspections & Consulting for DSA Inspection Services for the Riverside Nursing/Sciences Building project. Services under this agreement would include all on-site DSA required Inspector of Record (IOR) services and District speciality and quality control inspections for a total amount not to exceed \$619,639.50. The proposed agreements are attached for the Board's review and consideration. Agreements would be funded via the Board-approved project budget.

Recommended Action: It is recommended that the Board of Trustees approve the agreements for the Riverside Nursing/Sciences Building Project with River City Testing in the amount of \$358,092.70 for DSA Special Inspection and Testing Laboratory Services, and Inland Inspections & Consulting in the amount of \$619,639.50 for DSA Inspection Services, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Orin L. Williams  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

C. Michael Webster  
Riverside Community College District Planning Consultant  
Facilities Planning, Design and Construction

AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

RIVER CITY TESTING

THIS AGREEMENT is made and entered into on the 29<sup>th</sup> day of April, 2009, by and between RIVER CITY TESTING hereinafter referred to as “Consultant” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the “District.”

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached – as directed by the assigned District representative.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant’s office(s), and on site at Riverside Community College District, Riverside City Campus.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from April 29, 2009, to the estimated completion date of December 31, 2011, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$358,092.70 including expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the

purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from such use. In the event the Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall make the request in writing through the office of the Associate Vice Chancellor of Facilities Planning, Design and Construction, who will obtain approval from the Board of Trustees before releasing the information requested.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged negligence, recklessness or willful misconduct. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such alleged negligence, recklessness, or willful misconduct. The obligations to indemnify and hold Consultant free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligent acts are fully and finally barred by the applicable statute of limitations.

10. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.
11. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, religion, sex or gender, disability, medical condition, marital status, age or sexual orientation. Consultant understands that harassment of any student or employee of District with regard to religion, sex or gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
13. Consultant is an independent contractor and no employer-employee relationship exists between Consultant and District.
14. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
15. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
16. This Agreement will be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

River City Testing

Riverside Community College District

\_\_\_\_\_  
Robert E. Schumacher  
Director of Operations  
7338 Sycamore Canyon Blvd., Suite 4  
Riverside, CA 92508

\_\_\_\_\_  
James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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

## Exhibit I

### Scope of Services

- Special Inspector Batch Plant\*\*
- Special Inspector Concrete (upper floors)
- Special Inspector Fireproofing
- Special Inspector Load Testing
- Special Inspector Masonry
- Special Inspector Rebar Sample \*\*
- Special Inspector Visual Welding Field\*\*
- Special Inspector Visual Welding Shop\*\*
- Magnetic Particle Inspection
- Ultrasonic Testing\*\*
- Soils Technician (utility backfill only)
- Extract Core Samples
- Prevailing Wage Increase Estimated Contingency
- Ground Rod Test
- Deliver Samples to Testing Laboratory
- Soil Maximum Density Test
- Roofing Tile Absorption
- Roofing Tile Strength Test
- Mix Design Review
- Crout Compression Test (9 sets of 5 samples)
- Mortar Compression Test (15 sets of 4 samples)
- Masonry Core Compression Test
- Masonry Core Shear Test
- Concrete Block Conformance Package
- Concrete Compression Test (80 sets of 4 samples)
- Concrete Core Compression Test
- Fireproofing Density Test
- High Strength Bolt, Nut & Washer Conformance
- Rebar Bend Test
- Rebar Tensile Test
- Veneer Adhesion Test
- Grade BD Anchor Test
- Geotechnical Services provided by Inland Foundation Engineering
- One Final DSA Laboratory Affidavit

\*\*Mileage will be charged at the rate of .75 cents per mile for any inspections performed outside a 50 mile radius of the job site.

Overtime Rates:

Normal Hours – 8 hours, Monday – Friday, excluding any Holiday

Overtime Hours (1.5x) – first 4 overtime hours on Monday – Friday and first 12 hours on Saturday, excluding any Holiday

Double-time Hours (2x) – all hours over 12 on Monday – Saturday and all hours on Sunday or Holiday



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 RIVERSIDE CITY COLLEGE NURSING/SCIENCE BUILDINGS  
 SCHEDULE OF FEES FOR LABORATORY TESTING  
 Laboratory Test, Test Designation, and Price Per Test**

<b>Soils</b>		<b>Concrete</b>	
Atterberg Limits D 4318	\$125	Compression Test 6x12 Cylinder C 39	\$17.50
California Bearing Ration	\$400	Concrete Mix Design Review	\$110
Chloride and Sulfate Content	\$110	Concrete Mix Design Review (trial batch)	\$650
Consolidation D 2435	\$ 60	Concrete Core Compression Test C 42	\$ 35
Direct Shear – Undisturbed D 3080	\$230	Flexural Test C 78	\$ 50
Direct Shear – Remolded D 3080	\$250	Flexural Test C 293	\$ 50
Durability Index CT 229	\$150	Flexural Test CT 523	\$ 50
Expansion Index D 4829	\$150	Gunite/Shotcrete Samples (3 cores)	\$200
Expansion Potential (Method A) D 4546	\$135	Splitting Tensile Strength	\$ 75
Expansive Pressure (Method C) D 4546	\$135		
Geofabric Tensile and Elongation Test D 4632	\$150	<b>Reinforcing and Structural Steel</b>	
Permeability D 2434	\$200	Fireproofing Density Test UBC 7-6	\$ 35
pH and Resistivity CT 643	\$150	Hardness Test, Rockwell A 370	\$ 30
Proctor Density D 1557	\$110	High Strength Bolt, Nut, & Washer Conformance set A 325	\$110
R-Value D 2844	\$225	Pre-Stress Strand (7 wire) A 416	\$125
Sand Equivalent D 2419	\$ 75	Chemical Analysis A-36, A-615	\$110
Sieve Analysis D 422	\$ 70	Reinforcing Steel Tensile (up to #11) A 615, A 706	\$ 33
Sieve Analysis D 1140	\$100	Reinforcing Steel Bend (up to #11) A 615, A 706	\$ 28
Specific Gravity D 854	\$ 75	Structural Steel Tensile (excluding machining) A 370	\$ 50
		Welded Reinforcing Steel Tensile (up to #11 bars)	\$ 50
		Grade BD Anchor Test	\$275
<b>Roofing</b>		<b>Asphalt Concrete</b>	
Built-up Roof cut-out samples	\$165	Mix Design Review (Job Spec)	\$110
Roofing Tile Absorption (set of 5) UBC 15-5	\$150	Extraction/Gradation D 2172, CT 310	\$200
Roofing Tile Strength Test (set of 5) UBC 15-5	\$150	Hveem Stability and Unit Weight CT 366	\$180
		Marshall Stability, Flow and Unit Weight T 245	\$200
<b>Masonry</b>			\$125
Concrete Block Compression Test C 140	\$ 50	Maximum Theoretical Unit Weight D 2041	\$165
Concrete Block Linear Shrinkage C 426	\$100	Swell CT 305	\$165
Concrete Block Unit Weight and Absorption C 140	\$ 50	Unit Weight (sample or core) D 2726	\$ 75
Concrete Block Conformance Package C 90	\$300		
Masonry Grout 3x3x6 Prism Compression UBC 21-18	\$17.50	<b>Aggregates</b>	
Masonry Mortar 2x4 Cylinder Compression UBC 21-16	\$17.50	Absorption C 127, C 128	\$ 30
Masonry Core Compression Test CBC	\$ 25	Durability CT 229	\$120
Masonry Core Shear Test CBC	\$ 45	Sand Equivalent CT 217	\$ 75
Masonry Prism half size Compression	\$125	Sieve Analysis C 136	\$ 90
Grout or Mortar Mix Design Review	\$110	Specific Gravity Coarse C 127	\$ 60
Veneer Adhesion Test	\$155	Specific Gravity Fine C 128	\$ 70
<b>Miscellaneous</b>			
Ground Rod Test	\$100		
Disposal of Hold Sample	\$ 5		
Pick up an deliver samples <i>per trip</i>	\$ 40		
DSA Final Lab Affidavit	Per Quote		

**HOURLY CHARGES FOR PERSONNEL\***

Special Inspector Batch Plant	\$72.50*
Special Inspector Concrete	\$72.50*
Special Inspector Fireproofing	\$72.50*
Special Inspector Load Testing	\$82.50*
Special Inspector Masonry	\$72.50*
Special Inspector Pachometer	\$82.50*
Special Inspector Rebar Sample	\$72.50*
Special Inspector Structural Steel and Welding	\$72.50*
Ultrasonic Testing	\$86.50*
Magnetic Particle Inspection	\$86.50*
Soils Technician	\$71.50*
Extracting Core Samples	\$125.00*
Engineer (upon request)	\$130.00*

\*Rates will increase by \$2.50 per hour on July 1, 2010.

AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

INLAND INSPECTIONS & CONSULTING

THIS AGREEMENT is made and entered into on the 29<sup>th</sup> day of April, 2009, by and between INLAND INSPECTIONS & CONSULTING hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), and on site at Riverside Community College District, Riverside City Campus.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from April 29, 2009, to the estimated completion date of December 31, 2011, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$619,639.50 including expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided

further, that Consultant shall be indemnified against any damages resulting from such use. In the event the Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall make the request in writing through the office of the Associate Vice Chancellor of Facilities Planning, Design and Construction, who will obtain approval from the Board of Trustees before releasing the information requested.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged negligence, recklessness or willful misconduct. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such alleged negligence, recklessness, or willful misconduct. The obligations to indemnify and hold Consultant free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligent acts are fully and finally barred by the applicable statute of limitations.

10. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.
11. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, religion, sex or gender, disability, medical condition, marital status, age or sexual orientation. Consultant understands that harassment of any student or employee of District with regard to religion, sex or gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
13. Consultant is an independent contractor and no employer-employee relationship exists between Consultant and District.
14. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
15. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
16. This Agreement will be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Inland Inspections & Consulting

Riverside Community College District

\_\_\_\_\_  
Robert E. Schumacher  
Director of Operations  
7338 Sycamore Canyon Blvd., Suite 4  
Riverside, CA 92508

\_\_\_\_\_  
James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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

Exhibit I

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RIVERSIDE CITY COLLEGE NURSING/SCIENCE BUILDINGS  
FEE SCHEDULE**

Project Inspector (August 1, 2009, through June 30, 2010) 1900 hours @ \$83.50 per hour	\$158,650.00
Project Inspector (July 1, 2010, through June 30, 2011) 2080 hours @ \$86.00 per hour	\$178,880.00
Project Inspector (July 1, 2011, through August 31, 2011) 347 hours @ \$88.50 per hour	\$ 30,709.50
Assistant Inspector (August 1, 2009, through June 30, 2010) 1200 hours @ \$77.00 per hour	\$ 92,400.00
Assistant Inspector (July 1, 2010, through June 30, 2011) 2000 hours @ \$79.50 per hour	<u>\$159,000.00</u>
<b>ESTIMATED TOTAL</b>	<b>\$619,639.50</b>

Four and eight hour minimums apply to all hourly fees.

NOTE REGARDING OVERTIME RATES:

Normal hours:	eight hours Monday-Friday, excluding any Holiday
Overtime hours: (1½ x hourly rate)	first 4 overtime hours Monday-Friday, excluding any Holiday first 12 hours on Saturday, excluding any Holiday
Double-time hours: (2 x hourly rate)	all hours over 12 on Monday-Saturday all hours on Sunday or Holiday

All invoices are due within 30 days. Interest in the amount of 1/2% per month will be added to all past-due amounts.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
PLANNING COMMITTEE  
April 21, 2009–6:30 p.m.  
Student Services 101, Moreno Valley Campus

Committee Members: Janet Green, Committee Chairperson  
Mary Figueroa, Vice Chairperson  
Ray Maghroori, Vice Chancellor, Academic Affairs  
Kristina Kauffman, Associate Vice Chancellor, Institutional  
Effectiveness  
Doug Beckstrom, Academic Senate Representative,  
(Moreno Valley)  
Lee Nelson, Academic Senate Representative (Riverside)  
Tom Wagner, Academic Senate Representative  
(Norco)  
Meghan Skaggs, ASRCCD Student Representative  
Israel Landa, ASRCCD Student Representative  
Edd Williams, CTA Representative (Moreno Valley)  
Joe Eckstein, CTA Representative (Norco)  
Mark Carpenter, CTA Representative (Riverside)  
Gustavo Segura, CSEA Representative (Moreno Valley)  
Ginny Haguewood, CSEA Representative (Riverside)

AGENDA

VI. Board Committee Reports

C. Planning

1. Moreno Valley Parking Structure and Surge Space, Architectural Services  
- The Committee to review an agreement with LPA to provide planning and design services. The term of the agreement is April 29, 2009 through the estimated date of October 31, 2010.
2. Planning of the Market Street Properties  
-The Committee to be presented with information regarding the planning for the Market Street properties.
3. State Construction Reimbursement Program and Riverside Nursing/Sciences Building Project: Update  
-The Committee to be provided updated information regarding the Pooled Money Investment Board.
4. Comments from the public.

Adjourn

Prepared by: Naomi Foley  
Administrative Assistant, Academic Affairs

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-1

Date: April 28, 2009

Subject: Moreno Valley Parking Structure and Surge Space, Architectural Services

Background: On December 20, 2006 the Moreno Valley Campus held a planning charette to develop a program for a 800-1000 space parking structure. The planning session resulted in identifying the location of the structure and the need to include approximately 12,000 gross square feet of “surge space” that would provide flexible space to accommodate campus growth for the expansion of existing and the development of additional programs-services. The surge space would allow the removal of temporary modular facilities that have been added to the campus to help mitigate short-term program growth. On March 17, 2009, the Board of Trustees approved funding from Measure C for the planning and design of the Moreno Valley Parking Structure and Surge Space.

Staff is requesting the Board approve an agreement with LPA in the amount of \$1,910,000 to provide planning and design services for the Moreno Valley Parking Structure and Surge Space project. The proposed agreement is attached for the Board’s review and consideration. It would be funded by the Board-approved project budget (District Measure “C” funds, Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the agreement with LPA to provide planning and design services for the Moreno Valley Parking Structure and Surge Space Project, in the amount of \$1,910,000, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Monte Perez  
President, Moreno Valley Campus

Orin L. Williams  
Associate Vice Chancellor, Facilities Planning, Design and Construction

C. Michael Webster  
Riverside Community College District Planning Consultant  
Facilities Planning, Design and Construction



AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

LPA

THIS AGREEMENT is made and entered into on the 29<sup>th</sup> day of April, 2009, by and between LPA hereinafter referred to as “Architect” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the “District.”

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Architect’s office(s), and on site at Riverside Community College District, Moreno Valley Campus.
3. The services rendered by the Architect are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from April 29, 2009, to the estimated completion date of October 31, 2011, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Architect.
5. Payment in consideration of this agreement shall not exceed \$1,910,000 including reimbursable expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by Architect hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Architect shall have the right to retain copies of all such data for Architect records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District’s sole risk, and provided

further, that Architect shall be indemnified against any damages resulting from such use. In the event the Architect, following the termination of this Agreement, desires to use any such data, Architect shall make the request in writing through the office of the Associate Vice Chancellor of Facilities Planning, Design and Construction, who will obtain approval from the Board of Trustees before releasing the information requested.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Architect in connection with this Agreement shall be held in a strictly confidential manner by Architect. Such materials shall not, without the written consent of District, be used by Architect for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. To the fullest extent permitted by law, Architect agrees that to the extent that it is responsible, it will indemnify, defend and hold District and its officers and employees entirely harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any act, neglect, default, or omission other than a professional act or omission of Architect, 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 damage caused by the negligence or willful misconduct of District or of other third parties not under the supervision or control of the Architect.

To the fullest extent permitted by law, Architect agrees to indemnify and hold District entirely harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by the negligent professional act or omission in the performance of professional services pursuant to this Agreement. The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the District but rather to reimburse the District for attorney's fees and costs incurred by the District in defending such actions or proceedings brought against the District to the extent caused by the Architect; but not for any loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties not under the supervision or control of the Architect.

The Indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

9. District shall indemnify and hold Architect, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or

loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Architect), Architect, its officers and employees in any legal actions based upon such alleged negligence, recklessness, or willful misconduct. The obligations to indemnify and hold Architect free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligent acts are fully and finally barred by the applicable statute of limitations.

10. Architect shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Architect's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.
11. District may terminate this Agreement for convenience at any time upon written notice to Architect, in which case District will pay Architect in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Architect, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Architect shall not discriminate against any person in the provision of services or employment of persons on the basis of race, religion, sex or gender, disability, medical condition, marital status, age or sexual orientation. Architect understands that harassment of any student or employee of District with regard to religion, sex or gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
13. Architect is an independent contractor and no employer-employee relationship exists between Architect and District.
14. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
15. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any

modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

16. This Agreement will be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

LPA

Riverside Community College District

---

Robert O. Kupper, AIA  
Chief Executive Officer  
5161 California Ave. Suite 100  
Irvine, CA 92617

---

James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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

Exhibit I

FEE SCHEDULE

Architect proposes to perform design services based on a percent of construction cost fee structure of 8% as outlined below, based on an estimated Project Construction Cost of \$22,500,000. The basic project will consist of a 1000-car parking structure with a context driven architectural skin including PV panels and a 12,000 square foot surge/classroom space. The project will be designed as LEED equivalent.

Phase	Fee %	Fee Amount
Programming & Pre-design	5%	\$ 90,000
Preliminary Plans	30%	\$ 540,000
Working Drawings	45%	\$ 810,000
Construction Administration	20%	\$ 360,000
<b>Basic Total</b>		<b>\$ 1,800,000</b>
<u>Supplemental Scope</u>		
Fire Sprinkler Design Allow.		\$ 30,000
<u>Expenses</u>		
Reimb. Expenses Allow.		\$ 80,000

The following consultants are included within the Basic Scope of Services and basic fee as outlined:

Civil Engineer	LPA
Structural Engineer	LPA
Mechanical Engineer	LPA
Electrical Engineer	K1
Landscape Architect	LPA

The following consultants are considered Specialty Consultants and are generally not included within the Basic fee structure; however for the purposes of this project Architect will include the following in this proposal:

Acoustics	TBD
Cost Estimation	TBD
Low Voltage Services	K1
Audio Visual	TBD

## PROGRAMMING

Based on the understanding that often the architect is not in complete control of the Programming process; In order to ensure that adequate fee remains to cover the complete scope of services, the Architect would like to discuss limiting the amount of time allowed for Program Validation as not to exceed 5% of the basic fee (based on the approved hourly rate schedule). Should Programming exceed this allowance of time due to decisions beyond Architect's control, additional time will be considered on an hourly basis.

## BASIC HOURLY RATE SCHEDULE

Principal	\$195.00
Senior Project Director	\$175.00
Project Director	\$155.00
Senior Project Manager	\$145.00
Managing Professional	\$135.00
Senior Professional	\$120.00
Professional	\$110.00
Professional Staff	\$100.00
Intermediate Staff	\$90.00
Staff	\$80.00
Support Specialist	\$70.00
Clerical Staff	\$65.00
Intern	\$55.00

NOTE: These rates became effective January 1, 2008 and are subject to change annually.

## EXCLUSIONS

The following are specifically excluded from this Agreement:

1. Providing any soils engineering or other geotechnical services, or otherwise furnishing any service which would assume any liability or responsibility for the Project soils, subterranean water and/or subsurface conditions.
2. Providing any hazardous waste or toxic substance engineering or other services, or otherwise furnishing any services concerning compliance with any federal or state environmental or pollution laws, including investigating any product for environmental or pollution hazards not identified in the published literature of the product's manufacturer.
3. Responsibility for any consultant services not provided pursuant to this agreement.
4. Responsibility for the accuracy or completeness of data and/or design work provided to Architect by the College and their other design professionals, (other than Architect's own sub-consultants).

## EXPENSES

In addition to compensation for basic services, the District shall reimburse the Architect at cost (without additional fee or mark-up) on a monthly basis for costs related to expenses incurred as described below.

Expenses such as the following are included in the basic fee for Design services:

- a. Telephone charges.
- b. Expenses for reproductions of drawings, plans and construction documents, including CAD plotting for the exclusive in-house use by design team.
- c. Typical in-house expenses such as facsimile and photocopies.
- d. Travel expenses including mileage within the Orange County and Riverside County area.

Expenses such as the following are excluded from the fee for Design services:

- a. Charges for materials relating to presentation boards, in-house models or in-house renderings of the project.
- b. Expenses for CAD plotting of drawings, plans and construction documents.
- c. Expenses for reproductions of drawings, plans, construction documents and specifications.
- d. Delivery of reproductions and submittals.
- e. Photographs, Photostats and other special reproductions required for the project.
- f. Travel expenses including mileage or travel outside the Orange County and Riverside County area.
- g. Miscellaneous items such as film, presentation photos, photo development, etc.
- h. Agency and Plan Check submittal fee
- i. Permit or construction fees

## QUALIFICATIONS

Architect reserves the right to discuss the services and items described below which are specifically not included in the Architect's Fee.

Qualifications/exclusions to the scope of services described above:

- a. ALTA site topographic and/or aerial.
- b. Site boundary survey.
- c. Off-site engineering design (except utility connections as outlined in Supplemental Services).
- d. Off-site architectural design.

*Deliverables:* Generally description(s) of services describe the activities associated with executing each phase of the work. The necessity for, and the extent to, which the Architect and Architect's consultants must commit time and resources to, any specific activity will vary depending on the needs of the Project. Consequently, such descriptions do not necessarily represent a list of 'Deliverables'.

*Consultation and Coordination:* All consultations and coordination not associated with specific meetings shall be conducted at the sole discretion of the Architect and Architect's consultants and only as necessary for the Architect and Architect's consultants to complete the professional services of this Agreement.

*Documents:* Documents described in the any scope of work or description(s) of services shall be provided as appropriate for the needs of the Project and to a level of detail consistent with the standard of practice for this type of project and for the geographical area and regulatory jurisdiction(s) in which the Project is located.



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-2

Date: April 28, 2009

Subject: Planning of the Market Street Properties

Background: Presented for the Board of Trustees is information on the District's Planning of the Market Street Properties.

The District has acquired properties in Downtown Riverside, generally located at the corner of Market Street and University Avenue. Properties located along University Avenue have been designed for the Riverside School of the Arts (RSA) and are awaiting a State education facilities bond before proceeding. The properties along Market Street, at times thought to be part of RSA, are indeed not part of RSA in its approved project configuration. The properties along Market Street are comprised of three buildings. In review of these properties, the District outlines the following for each of the properties:

Corner Property: This site contains what was once known as the Holyrood Hotel. Staff will prepare an analysis to consider using the hotel site as potential surface parking, among other uses after the preparation of an Environmental Impact Report (EIR). This use could allow the property to be used as not only as possible future parking for RSA and the District's System Offices but also for some temporary, remote parking during the construction of the Aquatics Complex and Riverside Nursing Sciences Building projects, and the site could also be used as construction staging area during the construction of RSA. The District has interviewed consultants to prepare an EIR to begin this process.

System Offices Building: The site houses Diversity and Human Resources; Facilities Planning, Design and Construction; Grants Office, RSA Offices; and Web Design. Presently, the District needs to retain these uses at this site. No changes are proposed relative to the use of the facility.

Heiting Building: The building next to White Park is what was historically known as the Citrus Belt Savings & Loan. In the past, the facility was evaluated for use by the District. Assessment reports at the time indicated that Field Act requirements would be overly onerous to use the building in that manner. The District now is looking to see if the Heiting Building can be repurposed for only non-instructional uses.

Information Only.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Chris Carlson  
Chief of Staff/Executive Assistant to the Chancellor  
Orin L. Williams  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-3

Date: April 28, 2009

Subject: State Construction Reimbursement Program and Riverside Nursing/Sciences  
Building Project: Update

Background: On January 27, 2009, the Board of Trustees was provided with information regarding the Pooled Money Investment Board (PMIB) and the State's Pooled Money Investment Account (PMIA). The PMIB manages the PMIA, which provides loans both to state bond-funded infrastructure projects and to the state general fund to help meet cash flow needs. On December 17, 2008, the PMIB withheld \$3.8 billion in financing for infrastructure projects (5,600 projects across California) due to the State's inability to sell bonds until the Legislature and Governor reached a final budget. The PMIB action was tentative through June 2009 and/or until a budget solution was enacted and the State could resume selling bonds again.

On January 16, 2009, the PMIB eased the freeze of California's infrastructure projects, approving the expenditure of \$650 million through June 30, 2009. The Department of Finance will decide how to allocate the \$650 million, based on its determination of which expenditures have the highest priority and best serve the state's interests.

More recently, on March 24, 2009, the State Treasurer's Office announced the sale of approximately \$6.5 billion of tax-exempt general obligation bonds. None of the proceeds from this bond sale have been identified to fund pending community college projects that were put on hold by the actions of the PMIB.

If the PMIB does not increase the sale of bonds in the near future, the construction funding for the Riverside Nursing/Sciences Project may be withheld. It is our intent to move forward with bidding the project once final DSA approval is received, with the assumption that by September/October 2009 the PMIB will release state funding for the project.

Information Only.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Orin L. Williams  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

C. Michael Webster  
Riverside Community College District Planning Consultant  
Facilities Planning, Design and Construction

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
GOVERNANCE COMMITTEE MEETING  
April 21, 2009 - 8:00 p.m.  
Student Services 101, Moreno Valley Campus

Committee Members: Mary Figueroa, Committee Chairperson  
Mark Takano, Vice Chairperson  
Irving Hendrick, Interim Chancellor  
Chris Carlson, Chief of Staff/Executive Assistant to the  
Chancellor  
Doug Beckstrom, Academic Senate Representative  
(Moreno Valley Campus)  
Richard Mahon, Academic Senate Representative (Riverside)  
Deborah Tompsett-Makin, Academic Senate Representative  
(Norco)  
Anette Guldhammer, CTA Representative (Moreno Valley)  
Dariush Haghighat, CTA Representative (Riverside)  
Mark Sellick, CTA Representative (Riverside)  
Gustavo Segura, CSEA Representative (Moreno Valley)  
Richard Goldstein, CSEA Representative (Riverside)  
Steven Bishop, ASRCCD Student Representative

AGENDA

VI. Board Committee Reports

D. Governance Committee

1. Revised and New Board Policies – First Reading  
- The Committee will review Administrative Procedure 2431 and Board Policies 3300, 3315, 3500, 3510, 3520, 3530, 3540, 3560, 3600, 3720, 3810, 4023, 5900, 7110, 7121, and 7500 being presented for first reading, as well as Policy 5020 being recommended for deletion.
2. Resolution No. 38-08/09 Authorizing the Chancellor, or Designee, of the District to Allow, Settle, or Reject Specified Claims Brought Against the District Under the Tort Claims Act and Resolution No. 41-08/09 Designating Certain Volunteers as Employees  
- The Committee will review the resolutions that will be presented for Board approval.

3. Existing Board Policies 3230, 4230, and 6230 – Smoking/Non-Smoking
  - The Committee will discuss whether or not the District should move toward a totally smoke-free environment or continue pursuing the idea of designated smoking areas, giving each campus the option.
4. GoPass Program Update
  - The Committee will receive information on the status of the program.
5. Comments from the public.

Adjourn

Prepared by: Heidi Wills  
Administrative Assistant,  
Board of Trustees and Chancellor's Office

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-1

Date: April 28, 2009

Subject: Revised and New Board Policies – First Reading

Background: In keeping with our current process of updating our Board Policies and adopting new Policies, the items below come before the Board for first reading.

Board of Trustees

AP 2431 – Chancellor Selection – This is a new Administrative Procedure for the District, needed for accreditation.

General Institution

3300 – Public Records Requests and Subpoenas – Replaces current Policies 7045 and 7046.

3315 – Criminal Offender Record Security – Replaces current Policy 4011.

3500 – Campus Safety – This is a new Policy for the District.

3510 – Workplace Violence and Safety – This is a new Policy for the District.

3520 – Local Law Enforcement – This is a new Policy for the District.

3530 – Weapons on Campus – This is a new Policy for the District.

3540 – Sexual and Other Assaults on Campus – Replaces current Policy 6225.

3560 – Alcoholic Beverages – This is a new Policy for the District.

3600 – Auxiliary Organizations – This is a new Policy for the District.

3720 – Computer and Network Use – This replaces current Policy 3060.

3810 – Claims Against the District – This is a new Policy for the District.

Academic Affairs

4023 – Minimum Class Size – replaces current Policy 5005.

Student Services

5900 – Prevention of Identify Theft in Student Financial Transactions. This is a new Policy for the District.

Human Resources

7110 – Delegation of Authority – This is a new Policy for the District.

7121 – President Recruitment and Hiring – This is a new Policy for the District.

7500 – Volunteers – This is a new Policy for the District

Deletion of Existing Obsolete Policies

In our process of updating and revising our existing policies, occasionally, there will be a Policy that has no corresponding new policy and the practice stated in the Policy is no longer followed. The proper practice would be for the Board to formally delete these Policies. The following Policies need to be deleted:

Existing Policy 5020 – Physical Education – the contents of this Policy are no longer required, nor has the District followed this practice for several years.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-1

Date: April 28, 2009

Subject: Revised and New Board Policies – First Reading - Continued

Recommended Action: It is recommended that the Board of Trustees accept for First Reading Administrative Procedure 2431 and Board Policies 3300, 3315, 3500, 3510, 3520, 3530, 3540, 3560, 3600, 3720, 3810, 4023, 5900, 7110, 7121, and 7500. It is also recommended that the Board delete existing Policy 5020 – Physical Education.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Ruth W. Adams, Esq.  
Director, Contracts, Compliance and Legal Services

**Human Resources  
Draft 04/08/09**

**CHANCELLOR SELECTION**

**Reference:**

***Accreditation Standards III A.1, III A.3, IV A.2 and IV B.1***

***The process for hiring the Chancellor will be inclusive, participatory and transparent. The district and community will be informed and involved throughout the process through the distribution of regular progress reports and a dedicated webpage with up-to-date information.***

**Executive Search Firm**

- 1. The Board of Trustees in consultation with the Vice Chancellor, Diversity and Human Resources may employ a search consultant to assist with the hiring process and recruit candidates.***
- 2. Diversity and Human Resources Department will solicit proposals from executive search firms to assist the Board in filling the open position. After review of the proposals, the Board will select a firm to conduct the Chancellor search.***

**Chancellor Profile**

- 1. Public forums with district constituencies (students, staff, faculty, management) and the community will be held to obtain suggestions for qualities, characteristics and desired/required qualifications for the Chancellor.***
- 2. The Chancellor profile will be developed from these suggestions, reviewed by the search committee and finalized by the Board.***

**Job Announcement**

***The job announcement for the position shall be developed by the Diversity and Human Resources Department in collaboration with the Associate Vice Chancellor, Public Affairs & Institutional Advancement and shall include the following information:***

- 1. The position profile, including qualities, characteristics and desired/minimum qualifications for the position***
- 2. How to apply***

### **3. "Review" of applications or closing date**

**Advertisements will appear in publications and websites such as:**

**Affirmative Action Register  
CalJobs.Ca.gov  
CCC Registry  
Chronicle of Higher Education  
Community College Times  
Diverse Issues in Higher Education  
HERC  
HigherEdJobs.com  
HispanicOutlook.com  
InsideHigerEd.com  
LatinosinHigerEd.com  
Local Newspapers  
tribalcollegejournal.org**

#### **Screening Committee Composition**

**The composition of the screening committee for the position of Chancellor will be determined by the Board and shall include representation broadly reflective of the district's constituencies and shall be comprised of the following with the ideal committee between 12 to 16 members:**

- 1. Board of Trustee representatives selected by the Board and elected Chair and Co-chair of the search committee**
- 2. Faculty representatives nominated by each campus/college academic senate**
- 3. Faculty representatives nominated by the CTA**
- 4. Part-time faculty representative nominated by the CTA**
- 5. Student representative nominated by ASRCC**
- 6. Classified representative nominated by the CSEA**
- 7. Confidential representative nominated by the Confidential Employees Group**
- 8. Management representative nominated by the District Management Association**
- 9. Foundation representative nominated by the RCCD Foundation Board**
- 10. Community representatives selected by the Board, broadly reflective of the district**

#### **Search Committee Member Responsibilities**

- 1. Assist in the search for Chancellor using the profile statement of qualities, characteristics and desired/minimum qualifications**
- 2. Follow Equal Employment Opportunity guidelines and considerations as well as the federal, state and local regulations**
- 3. Establish and follow the timetable for screening and interviewing that will bring recommendations to the Board by a certain date**



4. ***Make periodic reports to the college constituents and community on the progress of the search (chair)***
5. ***Evaluate and rate candidates***
6. ***Interview candidates***
7. ***Recommend, ideally, five to seven candidates, in unranked alphabetical order, to the Board of Trustees.***

***Committee members shall maintain strict confidentiality with regard to candidates, applicants, and nominees for the position throughout the entire hiring process and after the process is complete.***

***A committee member who fails to participate in the screening process or all interviews shall be removed from the committee.***

### **Screening Committee Operating Procedures**

1. ***The initial meeting of the screening committee shall be convened by the Search Committee Chair. The initial meeting will include EEO training, overview of the search process and confidentiality, review of the position profile, training in review of application materials and set tentative dates for screening and interviewing.***
2. ***No additions or replacements to the committee membership shall be made subsequent to the initial meeting of the screening committee.***
3. ***The screening committee shall develop the following for use in evaluating candidates against the chancellor profile:***
  - a. ***Paper screening criteria and interview questions.***
  - b. ***Parameters for conducting interviews***

### **Screening of Applications and Selection of Candidates for Interview**

1. ***The search consultant or Vice Chancellor, Diversity and Human Resources will receive applications and make all applications available to the screening committee.***
2. ***The applications shall be independently assessed by each member of the screening committee, using the rating criteria developed by the committee. Committee members shall avoid any discussion of ratings, rankings, or recommendations of candidates until independent evaluations of all candidates have been completed by each committee member.***
3. ***The committee will then discuss the ratings and evaluate the merits of the candidates to determine if there is an adequate pool of professionally qualified candidates with which to continue the selection process.***
4. ***If the pool is deemed adequate by the committee, the committee shall proceed with the selection of candidates for interview.***
5. ***If the pool is not deemed adequate by the committee, the committee shall discuss the matter with the Search Consultant, who shall determine the***

***action to be taken after consultation with the Vice Chancellor, Diversity and Human Resources or designee.***

### **Selection of Candidates for Interview**

- 1. The screening committee shall determine an initial pool of potential candidates for interview.***
- 2. The search consultant or Vice Chancellor, Diversity and Human Resources shall establish an interview schedule and notify the candidates to be interviewed.***
- 3. The Vice Chancellor, Diversity and Human Resources will contact each candidate confirming the interview appointment, place and time and provide other appropriate materials to all candidates.***

### **Initial Interviews**

- The circumstances of each interview shall be as similar as is practicable.***
- Each candidate will be asked the same interview questions developed by the committee.***
- Committee members shall avoid any discussion of ratings, rankings, or recommendations of the candidates until all interviews have been completed and independent evaluations have been completed by each committee member.***

### **Selection of Finalists**

- 1. The committee chair shall lead discussion, which shall focus on the strengths and weaknesses of the candidates to determine the candidates to be recommended as finalists.***
- 2. The search consultant or Vice Chancellor, Diversity and Human Resources shall conduct reference and background checks of each of the recommended finalists, which shall include investigation of professional experience and personal qualities relevant to performance in the position. Following a discussion of the results of the reference checks, the committee shall make a final determination of the candidates to be recommended as finalists to the Board of Trustees.***
- 3. The Board will review the finalists recommended by the committee and may:***
  - a. Meet with the committee to clarify the reasons for the finalist recommendations.***
  - b. Meet with the search consultant or Vice Chancellor, Diversity and Human Resources to review results of the reference and background checks***
- 4. If, after discussion, the Board is not satisfied with the committee's recommendation, the Board may request the committee to reconsider. If,***

**after reconsideration, the committee forwards the same recommendation, the Board will determine whether to continue the process.**

5. **If the Board is satisfied with the finalists recommended by the committee, the Board may:**
  - a. **Interview recommended candidates, following the same process used for the "Initial Interviews", to narrow the number of finalist before making a public announcement.**
  - b. **Announce the finalist recommended by the committee to the public.**

### **Public Forums**

**Public forums and/or site visits may be conducted as part of the hiring process for Chancellor.**

1. **Public forums shall be conducted to introduce candidates to the district's constituents and the community.**
2. **If a site visit is conducted as part of the hiring process, the composition of the visiting team shall be determined by the Board.**

### **Selection of Chancellor**

**The Board of Trustees will interview finalists for Chancellor.**

1. **On completion of the final interviews, the Board will make their selection of a candidate.**
2. **On acceptance by the selected candidate, the Board and the Vice Chancellor of Diversity and Human Resources and/or legal council will enter into contract negotiations with the candidate.**
3. **When a contract has been agreed to the Board will make a public announcement. The contract will be signed by the selected candidate and the President of the Board of Trustees.**

**Office of Primary Responsibility: Diversity and Human Resources Department**

**Also see Administrative Procedure 3410, titled Nondiscrimination and Administrative Procedure 3420, titled Equal Employment Opportunity**

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**NOTE:** The information in **bold italics type** is language added by RCCD staff.

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**Date Approved:**  
(New Procedure)

**Riverside Community College District Policy**

**No. 3300**

**General Institution  
DRAFT**

**BP 3300 PUBLIC RECORDS REQUESTS AND SUBPOENAS**

**References:**

Code of Civil Procedure, Section 2020.230(b)  
Education Code, Section 76243  
Evidence Code, Section 1563  
Government Code, Section 6250 et seq. (Public Records Act)  
Government Code, Section 68093  
5 United States Code, Section 552 (Freedom of Information Act)

~~❖ From Riverside CCD Policy 7045 titled Fees for Preparation of Personal Information~~

~~The Riverside Community College District shall release personal information, **including information regarding employees and students of the District**, pertaining to employees of the District only when release for such information is **pursuant to a subpoena, the Public Records Act, the Freedom of Information Act, other law or regulation or written consent of the individual whose records are being sought**. authorized by law.~~

~~**The Chancellor shall establish procedures for dealing with subpoenas, requests for and access to, District records, including the costs of providing the records.**~~

~~❖ From Riverside CCD Policy 7046 titled District Fees for Clerical and Material Costs Involved in the Duplication of Material~~

~~The Riverside Community College District shall charge fees for the duplication of materials requested by any person, association, agency or company. Appropriate fees for preparation and/or delivery of such information shall be assessed in accordance with accompanying regulations.~~

~~Exceptions to this policy would be school and community college districts, city, county, state and federal agencies, and those designated by the President of the College or as otherwise provided by law. Detailed functions of this policy shall be as outlined in related regulations.~~

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**NOTE:** The information in **italic type** is additional language to consider including in this policy. The information in regular type is current Riverside Policy 7045 titled Fees for Preparation of Personal Information adopted on 5-7-75 and amended on 11-1-83 and Policy 7046 titled District Fees for Clerical and Material Costs Involved in the Duplication of Material adopted on 12-19-78 and amended on 10-4-83.

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**Date Adopted:**

*(Replaces Current Riverside CCD Policies  
7045 and 7046)*

General Institution  
DRAFT

**BP 3315 CRIMINAL OFFENDER RECORD SECURITY**

**References:**

- ❖ **From current Riverside CCD Policy 4011 titled Criminal Offender Record Security**

***The Department of College Safety and Police*** ~~It shall be the policy of the Riverside Community College District to~~ ***shall*** maintain the security and privacy of Criminal Offender Record Information. The ***procedures*** ~~regulations~~ supporting this policy shall be reviewed annually for conformity to any changes in the law.

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**NOTE:** The information in **regular type** is current Riverside CCD Policy 4011 titled Criminal Offender Record Security adopted on 11-1-81. The language in ***bold italic type*** is provided by RCCD staff.

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**Date Adopted:**

*(Replaces current Riverside CCD Policy 4011)*

**Riverside Community College District Policy**

**No. 3500**

**General Institution  
DRAFT**

**BP 3500 CAMPUS SAFETY**

**Reference:**

Education Code Section 67380(a)(4)

The Board of Trustees is committed to a safe and secure District work and learning environment. To that end, the *Chief of Police, College Safety and Police, in conjunction with the Vice Chancellor, Student Services/Operations* shall establish a Campus Safety Plan and ensure that it is posted or otherwise made available to students. The Campus Safety Plan shall include availability and location of *police* personnel, methods for summoning assistance of *police* personnel, any special safeguards that have been established, any actions taken in the preceding 18 months to increase safety, and any changes in safety precautions to be made during the next 24 months.

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**NOTE:** The **bold type** signifies language that is legally required. The language in ***bold italic type*** is provided by RCCD staff. There does not appear to be a current Riverside CCD Policy that addresses this issue.

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**Date Adopted:**

*(This is a new policy recommended by the CC League and the League's legal counsel)*

General Institution  
DRAFT

**BP 3510 WORKPLACE VIOLENCE *AND SAFETY***

**References:**

Cal/OSHA: Labor Code Sections 6300 et seq.;  
8 Cal. Code Regs. Section 3203;  
"Workplace Violence Safety Act of 1994" (Code of Civil Procedure Section 527.8  
and Penal Code Sections 273.6 and 12021)

**The Board of Trustees is committed to providing a District work and learning environment that is *safe and* free of violence and the threat of violence. The Board's priority is *safety at work and* the effective handling of critical workplace violence incidents, including those dealing with actual or potential violence.**

**The Chancellor, *or designee*, shall establish administrative procedures that assure that employees are informed regarding what actions will be considered violent acts, and requiring any employee who is the victim of any violent conduct in the workplace, or is a witness to violent conduct to report the incident, and that employees are informed that there will be no retaliation for such reporting.**

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**NOTE:** The **bold type** signifies language that is **legally required**. There does not appear to be a current Riverside CCD Policy that addresses this issue.

**Date Adopted:**

*(This is a new policy recommended by the CC  
League and the League's legal counsel)*

General Institution  
DRAFT

**BP 3520 LOCAL LAW ENFORCEMENT**

**Reference:**

Education Code Section 67381

Each campus or center of the District shall enter into a written *Memorandum of Understanding (MOU)* with local law enforcement agencies. The agreement shall clarify operational responsibilities for investigations of Part I violent crimes, defined by law as willful homicide, forcible rape, robbery, and aggravated assault, occurring at each location.

The *MOU* shall designate which law enforcement agency shall have operational responsibility for violent crimes and delineate the specific geographical boundaries of each agency's operational responsibility, including maps as necessary. *Nothing in this policy or written MOU between law enforcement agencies shall preclude any agency from investigating or sharing resources in Part 1 crimes (this includes the D.A.'s office, Parole, FBI, etc.).*

The *MOU* required by this policy shall be public records and shall be made available for inspection by members of the public upon request.

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**NOTE:** The **bold type** signifies language that is legally required. There does not appear to be a current Riverside CCD Policy that addresses this issue.

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**Date Adopted:**

*(This is a new policy recommended by the CC League and the League's legal counsel)*



General Institution  
DRAFT

**BP 3530 WEAPONS ON CAMPUS**

**Reference:**

Penal Code Sections 626.7, **626.9** and **626.10**

**Firearms or other weapons shall be prohibited on any District *property* or in any facility *operated by* the District, except for activities conducted under the direction of District officials, as authorized by an official law enforcement agency, or exceptions noted in Penal Code Section 626.10.**

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**NOTE:** The **bold type** signifies language that is legally required. There does not appear to be a current Riverside CCD Policy that addresses this issue.

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**Date Adopted:**

*(This is a new policy recommended by the CC League and the League's legal counsel)*

**General Institution  
DRAFT**

**BP 3540 SEXUAL AND OTHER ASSAULTS ON CAMPUS**

**References:**

Education Code Sections 67385 and 67385;  
20 US. Code Section 1092(f);  
34 Code of Federal Regulations Section 668.46(b)(11)

**Any sexual assault or physical abuse, including, but not limited to rape, as defined by California law, whether committed by an employee, student, or member of the public, that occurs on District property, is a violation of District policies and procedures and is subject to all applicable punishment, including criminal procedures and employee or student discipline procedures. Students, faculty, and staff who may be victims of sexual and other assaults shall be treated with dignity and provided comprehensive assistance.**

**The Chancellor shall establish administrative procedures that ensure that students, faculty, and staff who are victims of sexual and other assaults receive appropriate information and treatment, and that educational information about preventing sexual violence is provided and publicized as required by law.**

**The procedures shall meet the criteria contained in Education Code Sections 67385 and 67385.7 as well as 34 Code of Federal Regulations Section 668.46.**

~~❖ **From current Riverside CCD Policy 6225 titled Safety and Welfare of Students**~~

~~The Riverside Community College District recognizes the intent of Assembly Concurrent Resolution 46, Hayden, as it applies to institutions of higher education and hereby establishes this policy to address investigation and reporting procedures relating to cases of sexual assault. The regulations provide the rules by which the policy will be implemented.~~

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**NOTE:** *This policy is **legally required**. The **bold type** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **italic type** is additional language to consider including in this policy. The language in **regular type** is current Riverside CCD Policy 6225 titled Safety and Welfare of Students adopted on 3-7-89.*

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**Date Adopted:**

*(Replaces current Riverside CCD Policy 6225)*

**General Institution  
DRAFT**

**BP 3560 ALCOHOLIC BEVERAGES**

**Reference:**

Business and Professions Code Sections 24045.4, 24045.6, 25608(a)(10) and 25608(a)(14)

**Every person who possesses, consumes, sells, gives or delivers to any other person, any alcoholic beverage in or on the grounds of the District is guilty of a misdemeanor, unless the following circumstances apply:**

- ❖ **The alcoholic beverages are acquired, possessed, or used during events at a District/college-owned or District/college-operated stadium or other facility. “Events” means fundraisers held to benefit a nonprofit corporation that has obtained a license, pursuant to the Business and Professions Code, for the event. “Events” does not include football games or other athletic contests sponsored by the District.**
- ❖ **The alcoholic beverage is beer or wine acquired, possessed, used, sold, or consumed only in connection with a course of instruction, sponsored dinner, or meal demonstration given as part of a culinary arts program at the District, and the person has been authorized to acquire, possess, use, sell, or consume the beer or wine by the Chancellor.**

**Alcoholic beverages shall not be served on District/College property except in accordance with the above.**

**Any employee or student of the District violating this policy will be subject to discipline in accordance with the law and Board Policy and/or *Administrative Procedure*.**

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**NOTE:** The **bold type** signifies language that is suggested as good practice. There does not appear to be a current Riverside CCD Policy that addresses this issue.

**Date Adopted:**

*(This is a new policy recommended by the CC League and the League’s legal counsel)*

**General Institution  
DRAFT**

**BP 3600 AUXILIARY ORGANIZATIONS**

**References:**

Education Code Sections 72670 et seq.;  
Title 5 Sections 59250 et seq.

**The Board of Trustees may recognize and approve auxiliary organizations established for the purpose of providing to the District any and all supportive services, specialized programs and functions identified in Title 5.**

**The Chancellor shall establish the administrative procedures necessary to fully comply with California law relating to auxiliary organizations, and to submit this policy and those procedures to the Chancellor for the California Community Colleges as required by law. At a minimum, the procedures shall address the subjects required by Title 5.**

**Recognition and establishment of auxiliary organizations shall include a public hearing on the recommendation to recognize or establish an auxiliary organization; Board approval of the auxiliary organization; and approval of a written agreement between the District and the auxiliary organization describing the services, programs or functions to be performed. All such written agreements shall comply fully with the requirements of Title 5, Section 59257(j).**

**Any auxiliary organization recognized by the Board of Trustees shall conduct its business in accordance with the administrative procedures adopted by the Chancellor pursuant to this policy. Notwithstanding anything contained in the administrative procedures, any auxiliary organization recognized by the Board of Trustees shall comply with Education Code provisions regarding:**

- **the composition of a board of directors and the way in which it conducts its meetings;**
- **conducting an annual audit;**
- **employing its work force;**
- **expending and appropriating its funds, and keeping its records.**

**No funds or resources, other than funds or resources derived from gifts or bequests, shall be transferred by the District to any of its auxiliary organizations for the purpose of either avoiding laws or regulations that constrain community**

**college districts or providing the District with an unfair advantage with respect to any state funding mechanism. Such state funding mechanisms include, but are not limited to, general apportionment funding, capital outlay funding, Extended Opportunity Programs and Services funding, and funding for programs and services for disabled students.**

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**NOTE:** The **bold type** signifies language that is legally required. There does not appear to be a current Riverside CCD Policy that addresses this issue.

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**Date Adopted:**

*(This is a new policy recommended by the CC  
League and the League's legal counsel)*

**Riverside Community College District Policy**

**No. 3720**

**General Institution  
DRAFT**

**BP 3720 COMPUTER AND NETWORK USE**

**Reference:**

Education Code Section 72400  
***Penal Code 502***  
***17 U.S. Code Sections 101, et seq.***

~~❖ From Riverside CCD Policy 3060 titled Computing and Internet Policy~~

It shall be the policy of Riverside Community College District Board of Trustees to require that employees, faculty and students agree to and adhere to the applicable District Computing and Internet Policy. **Employees and students who use District computers and networks and the information they contain, and related resources have a responsibility not to abuse those resources and to respect the rights of others.**

**The Chancellor shall establish procedures that provide guidelines to students and staff for the appropriate use of information technologies. *These procedures shall also be in accordance with the CTA Collecting Bargaining Agreement.***

The District will supply, as specified in the ***procedures***, regulations its employees with computers to assist in the fulfillment of their responsibilities. It is understood that these computers are ***District*** college property and are to be used for job related duties. While the District respects the privacy of its employees, the District reserves the right to allow appropriate ***District***/college personnel access to these computers for the sole purpose of accessing relevant data deemed necessary and reasonable for the normal operation of the District. ~~Such access must be approved by the Chancellor.~~

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**NOTE:** The **bold type** signifies language that is legally required. The information in **regular type** is current Riverside CCD Policy 3060 titled Computing and Internet Policy adopted on 12-16-03 and amended on 5-17-5.

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**Date Adopted:**

*(Replaces current Riverside CCD Policy 3060)*

**General Institution  
DRAFT**

**BP 3810 CLAIMS AGAINST THE DISTRICT**

**References:**

Education Code Section 72502;  
Government Code Sections 900 et seq. and 910, et seq.

**Any claims against the District for money or damages, which are not governed by any other statutes or regulations expressly relating thereto, shall be presented and acted upon in accordance with Title I, Division 3.6, Part 3, Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of the California Government Code.**

**Claims must be presented according to this policy and related procedures as a prerequisite to filing suit against the District.**

**Claims that are subject to the requirements of this policy include, but are not limited to, the following:**

- **Claims by public entities: claims by the state or by a state department or agency or by another public entity.**
- **Claims for fees, wages and allowances: claims for fees, salaries or wages, mileage, or other expenses and allowances.**
- ***Claims for damages for death, injury to person or personal property.***

**The designated place for service of claims, lawsuits or other types of legal process upon the District is:**

***Riverside Community College District  
Office of the Chancellor  
1533 Spruce St., Ste. 210  
Riverside, CA 92507***

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**NOTE:** The **bold type** signifies language that is legally required. Language in ***bold italic type*** is provided by RCCD Staff. There does not appear to be a current Riverside CCD Policy that addresses this issue.

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**Date Adopted:**

*(This is a new policy recommended by the CC  
League and the League's legal counsel)*

**Academic Affairs  
DRAFT as of 03/16/09**

**BP 4023 MINIMUM CLASS SIZE**

**References:**

Title 5 Division 6 Chapter 2 References and Annotations

❖ **From current Riverside CCD Policy 5005 titled Minimum Class Size**

~~The average minimum class size for all lecture, seminar, and laboratory classes at Riverside Community College shall be thirty students. Some classes that involve individual student performance during the class period and/or require individual student work stations, by their very nature, have minimum class sizes that are less than this average. Other strictly lecture type classes and classes that involve large group performance have sizes as much as five times this average class size. Such variations are taken into consideration as the means by which an average minimum class size of thirty students can be maintained for all lecture, seminar and laboratory classes.~~

***The average minimum class size for all lecture, seminar, and laboratory classes at Riverside Community College District will be responsive to the learning needs of the community and students, and reflect academic and administrative considerations, ensuring effective learning experiences for students.***

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**NOTE:** This policy is suggested as good practice. The language in **regular type** is current Riverside CCD Policy 5005 titled Minimum Class Size adopted on 1-18-72 and re-adopted on 5-7-75. Language in **bold italic type** is added by RCCD staff.

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**Date Adopted:**

*(This is current Riverside CCD Policy 5005  
just re-numbered)*



**Student Services**  
**DRAFT**  
**10/16/08**

**BP 5900 PREVENTION OF IDENTITY THEFT IN STUDENT  
FINANCIAL TRANSACTIONS**

**References:**

Fair and Accurate Credit Transactions Act, (Pub.L. 108-159)

The District is required to provide for the identification, detection, and response to patterns, practices, or specific activities (“Red Flags”) that could indicate identify theft of students’ financial transactions. This is because the District serves as a creditor in relation to its students. The Chancellor is directed to develop procedures to implement an Identify Theft Prevention Program (ITPP) to control reasonably foreseeable risks to students from identify theft.

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**NOTE:** This Policy is legally required. The information in regular type is provided by the CCLC.

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**Date Adopted:**

*This is a new Policy*

**Human Resources  
DRAFT**

**BP 7110 DELEGATION OF AUTHORITY**

**Reference:**

Education Code Section 70902(d)

The Board of Trustees delegates authority to the *Chancellor* to authorize employment (subject to confirmation by the Board), fix job responsibilities, *approve volunteers for the District*, and perform other personnel actions provided that all federal and state laws and regulations and board policies and administrative procedures have been followed.

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**NOTE:** This policy is **legally required**. The **bold type** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). There does not appear to be a current policy that addresses this issue.

---

**Date Adopted:**

*(This is a new policy recommended by the CC League and the League's legal counsel)*

**Board of Trustees  
Draft**

**BP 7121 PRESIDENT RECRUITMENT AND HIRING**

References:

Education Code Section 70902;  
Accreditation Standard IV.B.1. j

***In the case of a vacancy for the position of President, the Chancellor shall establish a procedure for the search process to fill the vacancy. The process shall comply with relevant regulations.***

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Date Adopted:

*(this is a new policy for the District)*

This policy is legally required. The language provided in ***bold italic type*** is provided by RCCD staff.

**Human Resources  
DRAFT**

**BP 7500 VOLUNTEERS**

**References:**

**Education Code Sections 72401, 87010, and 87011;  
Government Code Section 3119.5;  
Labor Code Section 3364.5**

**The Board of Trustees encourages the use of volunteers throughout the District.**

***Pursuant to Board Resolution No.41-80/09, certain classes of individuals may be registered as volunteers and designated as employees of the District only for the purpose of worker's compensation and liability coverage while engaged in the performance of any service under the direction and control of the District. Volunteers shall serve without any type of compensation or any other benefits granted to District employees. Volunteers shall not be entitled to defense and indemnity from the District.***

**The District may enter into agreements with outside organizations to provide volunteers to the District to work at District locations. Such agreements will contain appropriate defense and indemnification language to protect the District from liability in connection with the volunteer services.**

**Subject to the limitations of this policy, employees assigned to other positions within the District may serve as volunteers during off-hours.**

**Volunteers serve the District in an "at will" capacity. The District may terminate a volunteer's services for any reason or no reason at all.**

**Pursuant to Government Code Section 3119.5, no person aged 60 years or older may be excluded from volunteer service if the person is physically, mentally, and professionally capable of performing the services involved. A person shall be deemed "professionally capable" if he/she can demonstrate reasonable proficiency or relevant certification and performs his/her professional duties in accordance with laws, regulations, or the technical standards that govern his/her area of volunteer responsibility.**

**Volunteers may not be used in lieu of classified employees. The District may not refuse to employ a person in a vacant classified position and use volunteers instead, nor may it abolish any classified positions and use volunteers instead.**

No person may serve as a volunteer in the District if:

- He/she has been convicted of, or has charges pending which pertains to any sex offense (as defined in Education Code Section 87010), or controlled substance offense (as defined in Education Code Section 87011);
- He/she has been convicted of a crime and the *Department of Diversity and Human Resources* determines that: the nature of the crime is too serious to serve as a volunteer; the crime was too recent; and/or the crime is inconsistent with obligations in performing assigned duties as a volunteer;
- He/she has a health condition that would preclude him/her from satisfactorily performing essential duties of the position; and/or
- He/she makes a false statement or omits a statement as to any material fact on the *registration/application* form.

### Screening

Each volunteer is subject to a screening process set forth in *Administrative Procedure 7500*, with the following exceptions:

1. Volunteers serving in single day District events; and
2. Individuals serving as volunteers in Associated Student Organization (ASO) officer positions at the colleges. ASO officers are not entitled to defense and indemnity by the District.

### Expenses

Persons serving without pay as general Volunteers may receive reimbursement for incidental expenses.

### Termination

*The District reserves the right to terminate the services of volunteers for any reason, or no reason at all.*

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**NOTE:** This policy is **legally advised**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **italic type** is additional language to consider including in this policy. The information in **bold italic type** is provided by RCCD staff.

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### **Date Adopted:**

*(This is a new policy recommended by the CC League and the League's legal counsel)*

RIVERSIDE COMMUNITY COLLEGE DISTRICT

PHYSICAL EDUCATION

It shall be the policy of the Riverside Community College District to require participation in physical education activity courses as a condition for enrollment for all full-time students under the age of 21. Exceptions to this policy may be made only by the President of the College or his designee.

Submitted to the Board for First Reading \_\_\_\_\_ 12-6-83

Approved by Board \_\_\_\_\_ 1-17-84

Adopted: November 5, 1975  
Amended: February 2, 1977  
December 19, 1978  
January 17, 1984

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-2

Date: April 28, 2009

Subject: Resolution No. 38-08/09 Authorizing the Chancellor, or Designee, of the District to Allow, Settle, or Reject Specified Claims Brought Against the District Under the Tort Claims Act and Resolution No. 41-08/09 Designating Certain Volunteers as Employees

Background: On September 11, 2001, the Board adopted Resolution No. 05-01/02 to facilitate the processing of claims brought against the District, not to exceed \$50,000, pursuant to the Tort Claims Act and pertinent Government Code Sections. That Resolution referred to the “President” of the District. Since the District is now overseen by the Chancellor, the Resolution has been updated to reflect that change. The new Resolution will supersede Resolution No. 05-01/02.

Also, on November 19, 1996, the Board adopted Resolution 10-96/97 which allowed volunteers for the District, meeting certain criteria, to be designated as employees in order to be covered under the District’s workers’ compensation and liability insurance coverage. The criteria stated in the original Resolution has been updated to better reflect the categories of volunteers that serve the District. The new Resolution will supersede Resolution No. 10-96/97.

Recommended Action: It is recommended that the Board of Trustees adopt Resolution No. 38-08/09 Authorizing the Chancellor, or Designee, of the District to allow, settle, or reject specified claims brought against the District under the Tort Claims Act, and adopt Resolution No. 41-08/09 designating certain volunteers as employees.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Ruth W. Adams, Esq.  
Director, Contracts, Compliance and Legal Services

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION AUTHORIZING THE CHANCELLOR, OR DESIGNEE, OF THE  
DISTRICT TO ALLOW, SETTLE, OR REJECT SPECIFIED CLAIMS  
BROUGHT AGAINST THE DISTRICT UNDER THE TORT CLAIMS ACT

RESOLUTION NO. 38-08/09

WHEREAS, previous Board Resolution No. 05-10/02 is in need of updating; and

WHEREAS, Part 3 (commencing with section 900) of Division 3.6 of Title 1 of the California Government Code, commonly known as the "Tort Claims Act" (the "Act") requires tort claims against a local public entity to be presented to the local public entity prior to suit; and

WHEREAS, Government Code Section 935.4 authorizes a local public entity to delegate to an employee the authority to perform the function as of the governing body of the public entity under the Act; and

WHEREAS, Education Code Section 72502 makes the provisions of the Act applicable to the Riverside Community College District (the "District"); and

WHEREAS, the Board of Trustees has determined that it is in the best interest of the District to authorize the Chancellor of the District, or his/her designee, to allow, reject, or settle claims brought against the District pursuant to the Act.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the Board of Trustees of the Riverside Community College District as follows:

Section 1. The Chancellor of the District, or his/her designee, is hereby authorized to reject any claims brought against the District pursuant to the Act. He/she is further authorized to allow or settle such claims up to fifty thousand dollars (\$50,000.00), after proper notification to the Board.

Section 2. All claims brought against the District pursuant to the Act where the Chancellor proposes settlement in excess of fifty thousand dollars (\$50,000.00) will be presented to the Board of Trustees for consideration and approval. The Board will be notified in an appropriate manner by the Chancellor of all other claims.

Section 3. In allowing, settling, or rejecting claims brought against the District pursuant to the Act, the Chancellor, or his/her designee, shall follow all applicable procedures and requirements set forth in the Act.

Section 4. This Resolution will supersede Resolution No. 05-01/02.

ADOPTED this 28th day of April, 2009.

\_\_\_\_\_  
President of the Board of Trustees

ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees



RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION DESIGNATING CERTAIN VOLUNTEERS AS EMPLOYEES

RESOLUTION NO. 41-08/09

WHEREAS, previous Board Resolution No. 10-96/97 is in need of updating; and

WHEREAS, certain persons (“volunteers”) perform voluntary service without pay for the Riverside Community College District (District); and

WHEREAS, the Governing board of the District (Board) is authorized by Labor Code 3364.5 to designate any or all Volunteers as employees for the purposes of workers’ compensation coverage; and

WHEREAS, the liability insurance carrier for the District has amended its policy to change its coverage for “volunteers” to read “authorized volunteers”;

NOW, THEREFORE, be it resolved that it is the intent of the Board to designate particular volunteers as employees for purposes of workers’ compensation and liability coverage as follows:

1. To be “Designated” a person must be a member of a group or class of volunteers which the Board designates as employees of the District for purposes of workers’ compensation and liability coverage for performing such volunteer services without pay for the District. It is the intent of the Board that the following groups or classes of volunteers be designated as employees of the District solely for the purposes of workers’ compensation and liability coverage while performing such voluntary services without pay for the District.

A. Students enrolled in approved career/technical programs, where the programs’ curriculum requires the student to participate in off-site clinical work.

B. Student aides requested by faculty members, and approved by the Dean of Instruction, or designee, to assist in teaching tasks on a short-term basis.

C. Persons requested by faculty members, and approved by the Dean of Instruction, or designee, to assist in tasks not normally performed by the classified staff.

D. Persons requested by Student Services, and approved by the Dean of Student Services, or designee, to work on special projects through ASRCC or Tiger Backers.

E. Interns under approved programs and authorized by the program's Dean or Director.

2. To be "registered", a person must have completed a volunteer application form and have been screened, if appropriate, in accordance with Board Policy and Administrative Procedure 7500, titled Volunteers. The Vice Chancellor, Diversity and Human Resources shall have the authority to approve the employee status of volunteers who meet any of the criteria listed in No. 1, above.

3. The District reserves the right to withdraw the status of employee from these designated/registered volunteers, either individually or as a group or class, by terminating their employee status.

4. This Resolution will supersede Resolution No. 10-96/97.

ADOPTED this 28th day of April, 2009.

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President of the Board of Trustees

ATTEST:

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Secretary, Board of Trustees

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-3

Date: April 28, 2009

Subject: Existing Board Policies 3230, 4230 and 6230 – Smoking/Non-Smoking

Background: In 2002 the Board approved revisions to the District's Smoking Policies. That revision resulted in each campus of the District deciding whether or not their campus would be totally non-smoking or have designated smoking areas. The Riverside and Norco campuses decided to designate smoking areas, while the Moreno Valley campus opted to be a smoke free campus. It has now come to the attention of the Chancellor's Office that smoking at all three campuses is out of control and is not being enforced. Individuals who smoke are smoking wherever they please and the designated smoking areas have become an area for groups to loiter. Direction from the Board is being sought as to whether or not the District should move toward a totally smoke-free environment or continue pursuing the idea of designated smoking areas, giving each campus the option.

The California Youth Advocacy Network researched all California Community Colleges and found the following results:

100% smoke free - 10  
Smoking in Parking Lots Only: 19  
Designated Area: 39  
Smoking 20 ft. from building (state law): 36  
Smoking 25 ft. from building: 4  
Smoking 30 ft. from building: 6  
Smoking 50 ft. from building: 2

Recommended Action: Discussion item only.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Ruth W. Adams, Esq.  
Director, Contracts, Compliance and Legal Services

Policy 3230  
4230  
6230

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
SMOKING/NON-SMOKING

Upon recommendation of the Associated Students of Riverside Community College Student Senate, the Tobacco-Free Environment Committee (consisting of members from Health Services, College Safety and Police and Student Services Offices), and with the concurrence of the Academic Senate, the Board of Trustees of Riverside Community College District recognizes the serious health problems associated with smoking and the use of smokeless tobacco. The Board of Trustees also recognizes that tobacco smoke poses a health risk to non-smokers. To this end, the Board of Trustees desires to maintain a tobacco-free environment effective January 1, 2003. This policy will be implemented at each entity with participants of all relevant constituencies.

Submitted to Board for First Reading 3-6-90  
Approved by Board 6-5-90  
Adopted: June 5, 1990  
Amended: November 19, 2002

Regulation 3230  
4230  
6230

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
Regulations for Policy 3230/4230/6230, Smoking/Non-Smoking

- I. Smoking of any form of tobacco or non-tobacco products is prohibited on District grounds, in all District vehicles, at any activity or athletic event and on all property owned, leased, or rented by or from the District, unless a tobacco use area has been designated.
- II. This policy and these regulations apply to employees, students, visitors and other persons who use the facilities on the campuses or centers that are part of Riverside Community College.
- III. The District shall make available to employees and students a current referral list of treatment centers for smokers and other information and literature on the subject of smoking that may assist individuals who wish to stop using tobacco products. Such information shall be available in the Health Services Office.
- IV. Signs prohibiting smoking shall be prominently displayed. This policy will be communicated via District communication means including course schedules, catalogs, and student and employee handbooks.
- V. Enforcement Procedures: Any student, staff, faculty or non-employee found to be in noncompliance with this policy shall be subject to the following:
  1. A verbal warning and review of the policy.
  2. Administrative action including but not limited to: a verbal warning, review of the policy, health education referral, and withdrawal of consent to remain on campus (penal code 626.4).
  3. Revocable facility use for groups that are noncompliant.
- VI. While anyone may make recommendations for amendments to this policy or these regulations, it shall be the primary responsibility of the District entity Site Committee to keep the regulations current, to publicize the regulations to employees, students and visitors, and to determine a tobacco use area.

November 19, 2002

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-4

Date: April 28, 2009

Subject: GoPass Program Update

Background: During the 2008-2009 academic year, RCCD participated in a pilot GoPass transportation program with Riverside Transit Authority. The program provided free bus service to all RCCD students with a current student identification card. The funding for GoPass, \$125,000, was provided by the surrounding cities. The City of Riverside was the largest contributor with \$75,000. RTA officials have re-negotiated with the cities and the program will continue during the 2009-2010 academic year.

However, for a more sustainable solution, legislation is being sought through the efforts of RTA staff, RCCD students and RCCD staff, to be carried by Assemblyman Paul Cook's and Assemblyman Brian Nestande's offices. The legislation would amend Education Code 76361 to exempt RCCD from the requirement to exclude low-income students from paying a transportation fee. Rio Hondo, Los Rios and Peralta Community College Districts have already obtained this exception.

Currently, RCCD does not charge students a transportation fee. A student election, following the requirements in the law, would need to occur to seek approval to charge the fee. RCCD student government officers will be organizing focus groups seeking the opinion of students on each respective campus to determine the level of support for the transportation fee.

If the amendment was successful, the student election could most likely occur in the fall term 2009.

Information Only.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Linda Lacy  
Vice Chancellor, Student Services/Operations

CALIFORNIA LEGISLATURE—2009—10 REGULAR SESSION

**ASSEMBLY BILL**

**No. 774**

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**Introduced by Assembly Member Cook  
(Coauthor: Assembly Member Emmerson)**

February 26, 2009

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An act to amend Section 76361.1 of the Education Code, relating to community colleges.

LEGISLATIVE COUNSEL'S DIGEST

AB 774, as introduced, Cook. Riverside Community College District: transportation fees.

(1) Existing law establishes the California Community Colleges, under the administration of the Board of Governors of the California Community Colleges, as one of the segments of public postsecondary education in this state. Existing law establishes community college districts throughout the state, and authorizes them to maintain campuses at which instruction is provided to students.

Existing law authorizes the governing boards of the Los Rios, Peralta, and Rio Hondo community college districts to require that a transportation service fee be paid only by students and employees using the services, or, in the alternative, by various groups of people, upon the favorable vote of a majority of the people in the affected groups. Existing law prohibits these governing boards from entering into, or extending, a contract for transportation services, funded by the proceeds of a transportation fee and provided by a common carrier or a municipally owned transit system, unless specified conditions are met.

This bill would grant the Riverside Community College District that transportation fee authority.

(2) An existing provision of the California Constitution provides that a local or special statute is invalid in any case if a general statute can be made applicable.

The bill would express a finding and declaration of the Legislature that, due to unique circumstances relating to the transportation services utilized by the community served by the Riverside Community College District, a general statute cannot be made applicable, and the enactment of this bill as a special statute is therefore necessary.

Vote: majority. Appropriation: no. Fiscal committee: no.  
State-mandated local program: no.

*The people of the State of California do enact as follows:*

1 SECTION 1. Section 76361.1 of the Education Code is  
2 amended to read:

3 76361.1. (a) This section applies only to the Los Rios, Peralta,  
4 ~~and~~ Rio Hondo, *and Riverside* community college districts.

5 (b) Notwithstanding any other provision of law, a district to  
6 which this section applies may require that a fee authorized by  
7 subdivision (a) of Section 76361 for transportation services be  
8 paid only by students and employees using the services, or, in the  
9 alternative, by any of the following groups of people:

10 (1) Upon the favorable vote of a majority of the students and a  
11 majority of the employees of a campus of the district, who voted  
12 at an election on the question of whether or not the governing  
13 board should require all students and employees at the campus to  
14 pay a fee for transportation services for a period of time to be  
15 determined by the governing board of the district, the fees may be  
16 required to be paid by all students, other than those students who  
17 are exempt from the fees pursuant to paragraph (1) of subdivision  
18 (c), and all employees of the campus of the community college  
19 district.

20 (2) Upon the favorable vote of a majority of the students at a  
21 campus of the district, who voted at an election on the question of  
22 whether or not the governing board should require all students to  
23 pay a fee for transportation services for a period of time to be  
24 determined by the governing board of the district, the fees may be  
25 required to be paid by all students, other than those students who  
26 are exempt from the fees pursuant to paragraph (1) of subdivision



1 (c), at the campus of the community college district. However, the  
2 employees shall not be entitled to use the services.

3 (3) Upon the favorable vote of a majority of the students at a  
4 campus of the district taking a specified number of course credits  
5 for a specified duration, to be determined by the governing board,  
6 who voted at an election on the question of whether or not the  
7 governing board should require all students taking that prescribed  
8 number of course credits to pay a fee for transportation services  
9 for a period of time to be determined by the governing board of  
10 the district, the fees may be required to be paid by those students  
11 taking the prescribed number of course credits, except those  
12 students who are exempt from the fees pursuant to paragraph (1)  
13 of subdivision (c), at the campus of the community college district.  
14 However, the employees shall not be entitled to use the services.

15 (c) (1) If, pursuant to Section 76361, a fee is required of  
16 students for transportation services, any fee required of a part-time  
17 student shall be a pro rata lesser amount than the fee charged to  
18 full-time students, depending on the number of units for which the  
19 part-time student is enrolled. Notwithstanding any other provision  
20 of law, the governing board of a community college district to  
21 which this section applies that provides for transportation services  
22 may adopt rules and regulations to exempt low-income students  
23 from this fee, or to require low-income students to pay all or part  
24 of this fee.

25 (2) Notwithstanding any other provision of law:

26 (A) The governing board of a community college district to  
27 which this section applies shall not enter into, or extend, a contract  
28 for transportation services provided by a common carrier or a  
29 municipally owned transit system, funded by the proceeds of a fee  
30 authorized under this section, unless and until a majority of the  
31 students of that district who vote in an election, held no more than  
32 10 years prior to the date of the expiration of the contract proposed  
33 to be entered into or no more than 10 years prior to the date to  
34 which it is proposed that an existing contract be extended, have  
35 approved the payment of the fee for this purpose. An election held  
36 pursuant to this subparagraph shall be held in accordance with  
37 regulations adopted by the board of governors to ensure that the  
38 election is publicly noticed and that all students, including  
39 full-time, part-time, evening, and weekend students, have an  
40 opportunity to vote in the election.

**AB 774**

— 4 —

1 (B) If the governing board of a community college district to  
2 which this section applies decides to seek to terminate or alter the  
3 arrangements under which the district receives transportation  
4 services from a common carrier or municipally owned transit  
5 system, the governing board shall provide at least 12 months'  
6 notice of that intention to the provider of transportation services.

7 (d) A community college district to which this section applies  
8 is subject to subdivisions (d), (e), and (f) of Section 76361.

9 SEC. 2. The Legislature finds and declares that, due to unique  
10 circumstances relating to the transportation services utilized by  
11 the community served by the Riverside Community College  
12 District, a general statute cannot be made applicable, and the  
13 enactment of Section 1 of this act as a special statute is therefore  
14 necessary.

O