



**Board of Trustees - Regular Meeting
Board of Trustees Governance Committee,
Teaching and Learning Committee, Planning and
Operations Committee, Facilities Committee and
Resources Committee
Tuesday, October 07, 2014 6:00 PM
Moreno Valley College, Student Academic
Services, General Assembly Room #121, 16130
Lasselle Street, Moreno Valley, CA 92551**

ORDER OF BUSINESS

Pledge of Allegiance

Anyone who wishes to make a presentation to the Board on an agenda item is requested to please fill out a "REQUEST TO ADDRESS THE BOARD OF TRUSTEES" card, available from the Public Affairs Officer. However, the Board Chairperson will invite comments on specific agenda items during the meeting before final votes are taken. Please make sure that the Secretary of the Board has the correct spelling of your name and address to maintain proper records. Comments should be limited to five (5) minutes or less.

Anyone who requires a disability-related modification or accommodation in order to participate in any meeting should contact the Chancellor's Office at (951) 222-8801 as far in advance of the meeting as possible.

Any public records relating to an open session agenda item that is distributed within 72 hours prior to the meeting is available for public inspection at the Riverside Community College District Chancellor's Office, Suite 210, 1533 Spruce Street, Riverside, California, 92507 or online at www.rccd.edu/administration/board.

- I. COMMENTS FROM THE PUBLIC
Board invites comments from the public regarding any matters within the jurisdiction of the Board of Trustees. Pursuant to the Ralph M. Brown Act, the Board cannot address or respond to comments made under Public Comment.
- II. PUBLIC HEARING (NONE)
- III. CHANCELLOR'S REPORT
 - A. [Chancellor's Communications](#)
Information Only
- IV. BOARD COMMITTEE REPORTS
 - A. Governance (None)
 - B. Teaching and Learning
 - 1. [Presentation on Master Grant Submission Schedule for 2014-2015](#)
Information Only
 - 2. [Presentation for the Student Success and Support Program for Riverside Community College District](#)
Information Only
 - C. Planning and Operations (None)
 - D. Resources (None)
 - E. Facilities
 - 1. [Agreement Amendment 3 for the District-wide ADA Transition Plan Implementation Phase I Project with PSOMAS](#)

The Committee to review the Agreement Amendment No. 3 for the District-wide ADA Transition Plan Implementation Project for the partial Fire Alarm System upgrade for Moreno Valley College with PSOMAS in the amount not to exceed \$48,260.

2. [Agreements for the Culinary Arts Academy/District Office Building, Henry W. Coil, Sr., and Alice Edna Coil School for the Arts Building, and Parking Structure with GLUMAC](#)
The Committee to review the agreement with GLUMAC for LEED Commissioning Services in the amount of \$39,180 for the CAA/DO project; and the agreement with GLUMAC for LEED Commissioning Services in the amount of \$19,960 for the CSA and Parking Structure project.

V. OTHER BUSINESS (NONE)

VI. CLOSED SESSION

- A. [Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal/Release: One position](#)
Recommended Action to be Determined.
- B. [Conference with Legal Counsel - Anticipated Litigation - Significant Exposure to Litigation pursuant to Paragraph \(2\) of Subdivision \(d\) of Government Code Section 54956.9: One Potential Case](#)
Recommended Action to be Determined.
- C. [Conference with Labor Negotiators - District-Designated Representatives: Chancellor Michael Burke and Brad Neufeld, Unrepresented Employee: Assistant to the Chancellor for Personnel Matters.](#)
Recommended Action to be Determined.

VII. ADJOURNMENT

Agenda Item (III-A)

Meeting 10/7/2014 - Committee
Agenda Item Chancellor's Report (III-A)
Subject Chancellor's Communications
College/District District
Information Only

Background Narrative:

Chancellor will share general information to the Board of Trustees, including federal, state and local interests and District information.

Prepared By: Michael Burke, Ph.D., Chancellor

Attachments:

Agenda Item (IV-B-1)

Meeting 10/7/2014 - Committee
Agenda Item Committee - Teaching and Learning (IV-B-1)
Subject Presentation on Master Grant Submission Schedule for 2014-2015
College/District District
Information Only

Background Narrative:

The Riverside Community College District Grants Office is charged with presenting three reports per year to the Board of Trustees. Attached hereto is the first of these three reports, which provides the Board with a Master Submission Schedule for each College and the District for 2014-2015. These schedules represent the grants the district intends to apply for in the 2014-15 academic year.

Prepared By: Robin Steinback, Interim Vice Chancellor, Ed. Svcs., Workforce Dev. and Planning
Richard Keeler, Dean, Grants

Attachments:

[Presentation of Master Grant Submission Schedule](#)
[MVC Master Grant Submission Schedule](#)
[NC Master Grant Submission Schedule](#)
[RCC Master Grant Submission Schedule](#)
[RCCD Master Grant Submission Schedule](#)



District Grants Office

2014-2015

Annual Grant Development Schedules

Report to the Board of Trustees, October 2014





Summary of Scheduled Requests

2014-2015

\$35,049,395

(42 grants)



Schedule Overview

- 9 **TRIO Student Support Services** grants being prepared of \$1.250M+ each
- 5 Title V – **Developing Hispanic-Serving Institutions** grants anticipated at \$2.5 - \$3.25M each over 5 years
- 2 NSF **Advanced Technological Education** grants expected
- 2 NSF **Improving Undergraduate STEM Education** grants
- **Career and Technical Education** grants from the State
- 4 **Song-Brown** grants in Nursing and Physician Assistant Training scheduled, ~\$50,000-\$300,000 each



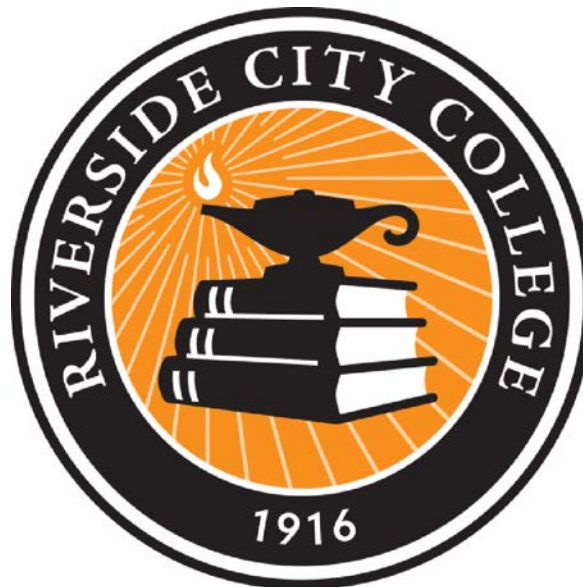
Outlook Plans

- Schedule addresses institution-wide strategic plans
- Institutionalize grant flow and timelines
- Spring 2016 opportunities are large
 - Up to 12 Title V and Title III HSI STEM grants can be requested by 2016; \$10M+ at each college





Questions ???



Moreno Valley College - Master Submission Schedule of Opportunities for 2014-15

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
Southern California Gas Company	2014 Education Initiative: Initial Application	First stage of competition to assist colleges with the needs of the underserved community.	Student Success	\$5,000	8/8/2014	Moreno Valley	Submitted
The Office of Statewide Health Planning and Development	Song-Brown Physicians Assistant Training Program	Support the training of Physician Assistants	Allied Health	\$114,999	TBD	Moreno Valley	Renewal
National Science Foundation	Advanced Technological Education - Project Category (Small Grants)	To develop STEM-educated technicians who can work in industry.	STEM Cyber-Security	\$200,000	10/9/2014	Moreno Valley	Mentor-Connect Project
The Office of Statewide Health Planning and Development	Song-Brown Physicians Assistant Special Programs Grant	Support the training of Physician Assistants	Allied Health	\$135,946	TBD	Moreno Valley	Renewal

Moreno Valley College - Master Submission Schedule of Opportunities for 2014-15

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
Chancellor's Office	SB 1070 Career Technical Education Pathways Program	Increases success of CTE students transitioning from high school to postsecondary education and careers	CTE	TBD	TBD	Moreno Valley College with Mt. San Jacinto as the lead	
National Science Foundation	Improving Undergraduate STEM Education (IUSE)	To improve STEM learning, broaden participation in STEM and increase institutional capacity, and build the STEM workforce of tomorrow	STEM	\$587,168	10/22/14	Moreno Valley College	Swallows Research Project
U.S. Department of Education	TRIO Student Support Services	To provide support for low-income and disadvantaged students at the college with resources to help them succeed in college.	Student Success	\$1.25M	TBD	Moreno Valley	Regular SSS grant renewal
U.S. Department of Education	TRIO Student Support Services	To provide support for low-income and disadvantaged students at the college with resources to help them succeed in college, with emphasis in STEM education.	Student Success	\$1.25M	TBD	Moreno Valley	STEM SSS
U.S. Department of Education	TRIO Student Support Services	To provide support for low-income and disadvantaged students at the college with resources to help them succeed in college, with emphasis in STEM education.	Student Success	\$1.25M	TBD	Moreno Valley	Veterans SSS

Moreno Valley College - Master Submission Schedule of Opportunities for 2014-15

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
U.S. Department of Education	Institutional Eligibility (for Title V)	Eligibility Required for Title V Program	HSI Designation	Designation Approval	TBD	Moreno Valley	
U.S. Department of Agriculture	Hispanic-Serving Institutions Education Grants Program	To increase the number and diversity of students who will pursue and complete a postsecondary degree in the food and agricultural sciences (with VVUSD)	STEAM	\$300,000	3/12/15	Moreno Valley	If not awarded, will resubmit
U.S. Department of Education	Title V Individual	Developing Hispanic Serving Institutions grant	STEM	\$2,625,000	May 2015	Moreno Valley College	
U.S. Department of Education	Title V Cooperative Development	Developing Hispanic Serving Institutions Cooperative Development grant with MVC (BCTC) RSO; COD; Palo Verde	PSET	\$3,250,000	May 2015	Moreno Valley College	New grant

TOTAL POTENTIAL OPPORTUNITIES:

\$10,968,113

Norco College - Master Submission Schedule of Opportunities for 2014-15

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
U.S. Department of Labor	Trade Adjustment Act - Community College and Career Training	To provide career and technical education training opportunities for trade impacted workers in Norco College's service area.	CTE	\$1,410,433	7/7/2014	Norco College	Awarded - Norco College is partner with Chaffey College as lead.
Southern California Gas Company	2014 Education Initiative: Initial Application	First stage of competition to assist colleges with the needs of the underserved community.	STEM	\$5,000	8/8/2014	Norco	Submitted
National Science Foundation	Advanced Technological Education - National Center of Excellence Category	To renew the National Center of Excellence in Supply Chain Technology Education at Norco College. Norco College is the lead college in NSF's only National Center of Excellence serving the logistics and supply chain technology fields.	CTE	\$4M	10/9/2015	Norco	Renewal grant application
National Science Foundation	Improving Undergraduate STEM Education (IUSE)	To improve STEM learning, broaden participation in STEM and increase institutional capacity, and build the STEM workforce of tomorrow	STEM	TBD	10/22/15	Norco College	Norco College as lead with Mt. San Jacinto College, in Chemistry

Norco College - Master Submission Schedule of Opportunities for 2014-15

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
Chancellor's Office	SB 1070 Career Technical Education Pathways Program	Increases success of CTE students transitioning from high school to postsecondary education and careers	CTE	TBD	TBD	Norco	Norco College with Mt. San Jacinto as the lead
U.S. Department of Education	TRIO Student Support Services (Regular)	To provide academic support services and guidance for low-income, first generation students to reach transfer.	Student Success	\$1.25M	TBD	Norco	Grant renewal
U.S. Department of Education	TRIO Student Support Services (Students with Disabilities)	To provide academic support services and guidance for students with disabilities to reach transfer.	Student Success	\$1.25M	TBD	Norco	Grant renewal
U.S. Department of Education	TRIO Student Support Services (STEM)	To provide academic support services and guidance for low-income, first generation students to transfer and pursue careers in STEM.	Student Success	\$1.25M	TBD	Norco	New - STEM grant
U.S. Department of Education	Institutional Eligibility (for Title V)	Eligibility Required for Title V Program	HSI Designation	Designation Approval	TBD	Norco	

Norco College - Master Submission Schedule of Opportunities for 2014-15

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
California Department of Education	California Career CTE Pathways Trust	Provides \$250 million statewide in one-time competitive grant funding to school districts, county superintendents of schools, charter schools and community colleges to establish K-14 career pathways	CTE	TBD	TBD	Norco College	Exploring leading a consortium
U.S. Department of Education	Title V Cooperative	Developing Hispanic Serving Institutions grant	STEM (Engineering)	\$2,625,000	TBD	Cal Poly Pomona as lead institution- NC and Naval Base as partners	May also involve industry partners
U.S. Department of Education	Title V Individual	Developing Hispanic Serving Institutions grant	Student Success	\$2,625,000	TBD	Norco College	

TOTAL POTENTIAL OPPORTUNITIES:

\$14,415,433

Riverside City College - Master Submission Schedule of Opportunities for 2014-15

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
U.S. Department of Labor	Trade Adjustment Act - Community College and Career Training	To provide career and technical education training opportunities for trade impacted workers in Riverside City College's service area.	CTE	\$1,130,937	7/7/2014	Riverside	Awarded - RCC is partner with Chaffey College as lead.
Southern California Gas Company	2014 Education Initiative: Initial Application	First stage of competition to assist colleges with the needs of the underserved community.	Student Success	\$5,000	8/8/2014	Riverside	Submitted
Chancellor's Office	SB 1070 Career Technical Education Pathways Program	Increases success of CTE students transitioning from high school to postsecondary education and careers	CTE	TBD	TBD	Riverside City College with Mt. San Jacinto as the lead	
The Office of Statewide Health Planning and Development	Song Brown Registered Nursing Education Capitation Program	Associate Degree in Nursing Program Expansion	School of Nursing	\$200,000	TBD	Riverside	Renewal
U.S. Department of Education	TRIO Student Support Services	To provide support for low-income and disadvantaged students at the college with resources to help them succeed in college.	Student Success	\$1.25M	TBD	Riverside	Regular grant renewal

Riverside City College - Master Submission Schedule of Opportunities for 2014-15

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
U.S. Department of Education	TRIO Student Support Services	To provide support for low-income and disadvantaged students at the college with resources to help them succeed in college.	Student Success	\$1.25M	TBD	Riverside	STEM
U.S. Department of Education	TRIO Student Support Services	To provide support for low-income and disadvantaged students at the college with resources to help them succeed in college.	Student Success	\$1.25M	TBD	Riverside	Disabled Students
National Science Foundation	Mentor-Connect Program	To prepare a small grants project for the Advanced Technological Education (ATE) Program	STEM	Travel expenses covered	10/10/14	Riverside	Forensic Sciences
U.S. Department of Education	Institutional Eligibility (for Title V)	Eligibility Required for Title V Program	HSI Designation	Designation Approval	TBD	Riverside	
Chancellors Office	Enrollment Growth for Associate Degree in Nursing Programs	To support expanded capacity in the ADN program	School of Nursing	TBD	TBD	Riverside	If offered

Riverside City College - Master Submission Schedule of Opportunities for 2014-15

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
U.S. Department of Education	Title V Cooperative Arrangement Development	Developing Hispanic Serving Institutions Cooperative Arrangement Development grant to enhance the Humanities, Social Sciences, and Language Arts	Student Success	\$3,250,000	TBD	Riverside	

TOTAL POTENTIAL OPPORTUNITIES

\$8,335,937

RCCD - Master Submission Schedule of Opportunities for 2014-15

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
Governor's Office of Business and Economic Development	Office of Small Businesses Capital Infusion Program	To provide support for the TriTech Small Business Development Center to assist businesses in the three-county region.	Economic Development	\$90,000	08/15/14	District	Awarded on 9/9/14 by GO-Biz
Defense Logistics Agency	Procurement Technical Assistance Program	Provides important resource information and procurement training to businesses seeking to market their goods and services to federal, state and local government	Economic Development	\$290,547	09/02/14	District	Submitted
U.S. Small Business Administration through CSUF	Tri-Tech Small Business Development Center	Provides business counseling and training services to grow the high technology business sector within Riverside, San Bernardino, and Orange counties	Economic Development	\$276,865	TBD	District	
Chancellor's Office	Statewide Sector Navigator, Global Trade and Logistics	RCCD will apply to host the Statewide Sector Navigator for Global Trade and Logistics	CTE	\$372,500	TBD	District	Year 3 of 5

RCCD - Master Submission Schedule of Opportunities for 2014-15

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
Chancellor's Office	Deputy Sector Navigator, Region 9 Inland Empire/Desert Regional Consortium	Deputy Sector Navigator of Global Trade and Logistics for the Inland Empire/Desert Regional Consortium	CTE	\$300,000	TBD	District	Year 3 of 5
U.S. Small Business Administration	State Trade and Export Promotion Grant (STEP) Pilot Grant Initiative	To increase the number of small businesses that are exporting and increase the value of exports for those small businesses that are currently exporting	Economic Development	TBD	TBD	District to collaborate with State lead	If agency funding is available

TOTAL POTENTIAL OPPORTUNITIES:

\$1,329,912

Agenda Item (IV-B-2)

Meeting 10/7/2014 - Committee
Agenda Item Committee - Teaching and Learning (IV-B-2)
Subject Presentation for the Student Success and Support Program for Riverside Community College District
College/District District

Information Only

Background Narrative:

Presented for the Board's review is an informational report that traces the transition from Matriculation Services to Students Success and Support Program as envisioned in the Student Success Act (SB1456). The three college Vice Presidents of Student Services will focus on actions taken in the colleges as well as in district services in support of students to enhance success toward their educational goals.

Prepared By: Robin Steinback, Interim Vice Chancellor, Ed. Svcs., Workforce Dev. and Planning
Ed Bush, Vice President, Student Services
Monica Green-Cochrane, Vice President, Student Services
Sheila McDonald, Executive Administrative Assistant
Eugenia Vincent, Vice President, Student Services (Acting)

Attachments:

[Presentation of Student Success and Support Program](#)

Student Success and Support Program (SSSP)

Teaching & Learning Board Committee Meeting

October 7, 2014

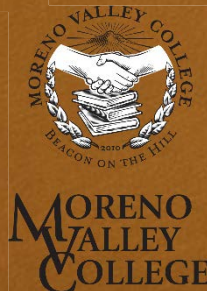


Presented by:

Dr. Ed Bush, Vice President of Student Services, RCC

Dr. Monica Green, Vice President of Student Services, NC

Ms. Eugenia Vincent, Acting Vice President of Student Services,
MVC



NORCO
COLLEGE



Moving from Matriculation to Student Success and Support Program



☞ Catalyst:

☞ Student Success Act of 2012 (SB1456), signed into law in September 2012

☞ Targets funding to core services:

☞ Orientation

☞ Assessment

☞ Counseling/advising to assist students with development of education plans.

☞ Focuses on helping new students define goals and stay on track for achievement.

☞ Follow-up for at-risk students (enrolled in basic skills, no identified education goal or course of study, on academic or progress probation)

Moving from Matriculation to Student Success and Support Program



Changes:

- ❧ From eight funded components to three funded core services
- ❧ From requirement to provide services to institutional and student requirements
- ❧ Incentivized student completion of core services
 - ❧ Loss of priority enrollment
 - ❧ Withholding of enrollment
- ❧ From funding based on enrollment data to funding formula including services provided as one element

Student Success and Support Program Credit Funding Formula



College's Potential Population of Students to Receive Services



Students Served at the College



College Match



Unduplicated Credit Student Headcount (academic year = summer, fall, winter, spring)



Base Funding Floor 35k or 10%

Initial Orientation (SS06)	10%
Initial Assessment (SS07)	10%
Abbreviated SEP (SS09)	10%
Counseling/ Advising (SS08)	15%
Comprehensive SEP (SS09)	35%
At-risk Follow-up Svc. (SS10)	15%
Other Follow-up Svc. (SS11)	5%

2:1

40%

60%

Credit Funding Formula Phase-In



- ❧ Goes into effect for 2015-16 allocations
- ❧ Based on MIS data for 2014-15 enrollments and services (reported starting Summer 2014)
- ❧ 2015-16 funding guaranteed at 80% of prior year allocations to allow for transition
- ❧ 2016-17 allocations guaranteed at 50% of 2014-15
- ❧ 2017-18 and beyond, guarantee returns to 95% for stability (as long as budget allows)

Student Success Act of 2012 (SB 1456)

Student Success & Support Program Planning & Implementation Timeline

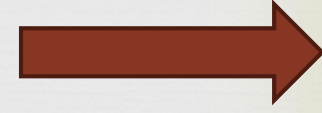
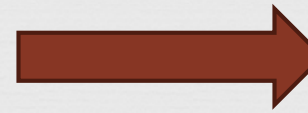
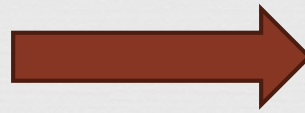
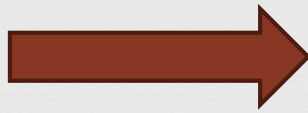
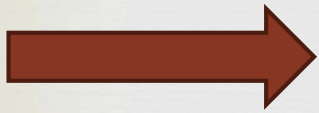
**Fiscal Year
2012-2013**

**Fiscal Year
2013-2014**

**Fiscal Year
2014-2015**

**Fiscal Year
2015-2016**

**Fiscal Year
2016-2017**



System-level Planning Year:

- Implementation workgroups convened October 2012 to develop proposals for title 5 Matriculation revisions, new allocation formula, & revised MIS data elements & definitions
- New program planning & budget process developed
- SB 1456 effective January 1, 2013

District/College-Level Planning Year:

- Develop program plans
- Implement MIS changes & ensure accurate & complete data reporting
- Allocations remain consistent as prior year, new formula not applied
- Funding targeted to core services of orientation, assessment, counseling & advising, & other education planning services

District/College-Level Implementation Year 1:

- Program plans & budgets submitted
- Continue to ensure accurate & complete data reporting
- Allocations remain consistent as prior year, new formula not applied
- Legislative implementation report due July 1, 2014 (*biannually thereafter*)

Implementation Year 2:

- FY 15-16 allocations based on 14-15 year-end data reported
- Application of funding formula beginning this year

Implementation Year 3:

- FY 15-16 allocations based on 14-15 year-end data reported
- Legislative report due July 1, 2016

District Measures



- ❧ Mandated Assessment/Orientation/Counseling (AOC) Required 2015
 - ❧ Fall 2001 - Implementation of mandatory AOC
 - ❧ Fall 2002 - Implementation of Early Alert
 - ❧ Spring 2004 - Online Probation Workshop
 - ❧ Spring 2006 - Online Dismissal Workshop
 - ❧ Winter 2010 - Online Orientation/Online Counseling/Abbreviated Ed Plans
 - ❧ Fall 2014 - Comprehensive Student Education Plans in electronic format (pdf/email)
 - ❧ 2014-2015 - Implement Ellucian Student Planner (online SEP)

District Measures

continued



- ❧ Enrollment Priorities Modified – Required Fall 2014
 - ❧ Spring 2012 – AP5056 Registration Priorities approved
 - ❧ Fall 2013 – Implementation began
 - ❧ Fall 2014 – Enforced academic standards for priority groups
- ❧ Technology Investments - Expected by December 2015
 - ❧ Fall 2014 – OnBase – Transcript Credit Evaluation
 - ❧ Spring 2015 – (expected) Online Educational Plan
- ❧ Alternative Placement - Early Assessment Program (EAP) – Effective January 2009 (SB 946)
 - ❧ Summer 2011 – EAP Pass (English/Math) Placement accepted
 - ❧ Other alternative placements include: high school articulated courses, Advanced Placement, International Baccalaureate, Credit by Examination, and college-specific academic intervention programs

What's to Come?



- ❧ Board of Governor (BOG) Fee Waiver – Expected Fall 2016
 - ❧ Places conditions on eligibility for BOG Fee Waiver. Students must meet academic and progress standards, as defined by the BOG.
 - ❧ Requires adequate and reasonable notification to students.
- ❧ Centralized Assessment - Expected December 2015
 - ❧ Requires colleges to adopt common assessment as a condition of receipt of funds

College Measures



- ❧ Norco College
- ❧ Riverside City College
- ❧ Moreno Valley College

Norco College



∞ Assessment

- ∞ Increase staffing, scope, and hours of operation
- ∞ Improve outreach for high school placement opportunities

∞ Orientation

- ∞ Summer Advantage's Norco Orientation Week (500 students)
- ∞ Purchased Comevo license to develop college specific New Student Orientation

∞ Counseling

- ∞ Increased counseling and advising
- ∞ Using Prep Talk for Online Counseling Services
- ∞ Group SEP development workshops
- ∞ Summer Advantage Students develop comprehensive SEP
- ∞ SEP Awareness Initiative

Riverside City College



- ❧ Assessment/Placement
 - ❧ Alternative to Assessment Committee
 - ❧ High School Articulation in English and Math
- ❧ Orientation
 - ❧ College-specific updated Online Orientation
 - ❧ Welcome Day (1,000 students & parents)
- ❧ Counseling/ Advisement
 - ❧ Increased Counselor and Advisor support
 - ❧ Completion Counts/Pathway Initiative (651 student fall 2014)
 - ❧ Faculty Advisement System
 - ❧ Targeted and Integrated Support Services

Moreno Valley College



☞ Assessment/Placement

- ☞ Improve communication with High School Partners
- ☞ Increase student understanding long term impact of results
- ☞ Improve utilization of multiple measures
- ☞ Increase staffing, scope and hours of operation

☞ Orientation

- ☞ Continuous improvement of college orientation
- ☞ Scale up Summer “Transition to Success” program
- ☞ On-going workshops

☞ Counseling/ Advisement

- ☞ Increased Counseling and Advisor support staff
- ☞ Group workshops for Student Educational Planning
- ☞ Increase awareness of and services of Transfer Center



Questions?

Agenda Item (IV-E-1)

Meeting	10/7/2014 - Committee
Agenda Item	Committee - Facilities (IV-E-1)
Subject	Agreement Amendment 3 for the District-wide ADA Transition Plan Implementation Phase I Project with PSOMAS
College/District	District
Funding	Moreno Valley College Facilities Building Maintenance Fund
Recommended Action	It is recommended that the board of Trustees approve Agreement Amendment No. 3 for the District-wide ADA Transition Plan Implementation Project for the partial Fire Alarm System upgrade for Moreno Valley College with PSOMAS in the amount not to exceed \$48,260.

Background Narrative:

On September 21, 2010, the Board of Trustees approved an agreement with PSOMAS for engineering and architectural services in the amount of \$324,578.20 for the District-wide ADA Transition Plan Implementation Phase I Project. On November 15, 2011, the Board of Trustees approved Agreement Amendment No. 1 in the amount of \$44,619.70 for re-scoping efforts requested by the District. On May 20, 2014, the board approved Agreement Amendment No. 2 for additional services at all three colleges and the partial Fire Alarm System upgrade for Norco College with PSOMAS in the amount of \$21,745.

At this time, it is requested that the Board of Trustees approve Agreement Amendment No. 3 for the District-wide ADA Transition Plan Implementation Phase I Project for additional services with PSOMAS in the amount not to exceed \$48,260 for the Moreno Valley College (MVC) fire alarm system upgrade. During construction at MVC, existing fire alarm devices were discovered, that were not approved by the Division of the State Architect (DSA). Additional cost/design is required to add these devices to the existing fire alarm plans to make them compliant. Details of the scope of work are outlined in Exhibits A and B, on the attached amendment.

The Moreno Valley College Facilities Building Maintenance Fund will cover the cost of this amendment, requiring no augmentation to the project budget.

Prepared By: Sandra Mayo, President, Moreno Valley College
Norm Godin, Vice President, Business Services, MVC
Chris Carlson, Chief of Staff & Facilities Development
Bart Doering, Facilities Development Director
Calvin Belcher, Project Manager

Attachments:

[Amendment3_DW ADA Trans. Plan and Imple.Ph.I_PSOMAS](#)

THIRD (3) AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
PSOMAS
(District-wide ADA Transition Plan Implementation – Phase I Project)

This document amends the original agreement between the Riverside Community College District and PSOMAS, which was originally approved by the Board of Trustees on September 21, 2010.

The agreement is hereby amended as follows:

Additional compensation of this amended agreement shall not exceed \$48,260, including reimbursable expenses. PSOMAS' agreement, including amendments and reimbursable expenses, now totals \$439,202.90. The term of this agreement shall be from the original agreement date of September 22, 2010, to the extended amended date of December 31, 2015.

Payments and final payment shall coincide with original agreement.

Additional scope of work shall be provided in Exhibits A & B, attached.

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

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

PSOMAS

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

By: _____

Bruce Kirby, P.E.
1500 Iowa Avenue
Suite 210
Riverside, CA 92507-2465

Aaron S. Brown
Vice Chancellor
Business and Financial Services

Date: _____

Date: _____

PSOMAS

Balancing the Natural and Built Environment

August 29, 2014

JN4RIV240300

Calvin Belcher
Project Manager
Facilities, Planning, Design, and Construction
**RIVERSIDE COMMUNITY COLLEGE DISTRICT
(RCCD) SYSTEMS OFFICE**
450 E. Alessandro Blvd.,
Riverside, CA 92508

Subject: **Amendment to Agreement – Moreno Valley Campus Fire Alarm System
Riverside Community College District - ADA Transition Plan Repair Project**

Dear Calvin:

Psomas is requesting this Add Service Request. This work relates contracting additional unforeseen conditions for a subconsultants to prepare Professional services that include design for fire alarm engineering services to provide a solution to synchronize replacement fire alarm strobe devices on existing fire alarm circuits with each other.

The scope of additional services is described in attached Exhibit "A" and Exhibit "B".

Please let me know when you would like to schedule some time to review this request.
Sincerely,

PSOMAS



Bruce W. Kirby, P.E.
Vice President / Project Manager

cc: Glenn Dea- CDA
Enclosure : Exhibit A & B

1500 Iowa Avenue
Suite 210
Riverside, CA 92507-2465

Tel 951.787.8421
Fax 951.682.3379
www.psomas.com

August 29, 2014
Moreno Valley Fire Alarm System
Page 2 of 3

RIVERSIDE COMMUNITY COLLEGE DISTRICT – ADA TRANSITION PLAN REPAIR PROJECT

SCOPE OF WORK:

1. Per CDA Letter dated August 26, 2014 – Exhibit A – see attached
2. Also, S&K Letter dated August 14, 2014 – Exhibits B - see attached

FEE SUMMARY:

DESIGN FEE :

EXHIBIT “A” and “B”_ attached is

CDA Fee	\$6,880.00
S&K Fee	<u>\$18,260.00</u>
Subtotal:	\$25,140.00

Psomas (Project Coordination Fee): \$ 3,120.00
(16-hrs at \$195/ hr.)

Psomas will be the lead prime consultant on this contract
and will provide the following oversight and management of this effort including:

- Meeting attendance for this work, as required.
- Consultant coordination and schedule updates.
- Contract billing, processing, and accounting.

All rates shown (above) are per the approved master contract rates.

Deliverables – the following item will be provided for use in the Final Design:

- AutoCAD file versions of the Fire Alarm System and Data in .dwg format.

SUBTOTAL DESIGN FEE: \$28,260.00

August 29, 2014
Moreno Valley Fire Alarm System
 Page 3 of 3

RIVERSIDE COMMUNITY COLLEGE DISTRICT – ADA TRANSITION PLAN REPAIR PROJECT

DESIGN CONTINGENCY :

DSA’s review of the District’s campus-wide fire alarm testing and documentation may result in DSA requests for additional documentation or fire alarm engineering associated with buildings not part of the present, approved DSA drawings (DSA A# 04-112105), as the District study did not include voltage drop calculations for existing fire alarm devices identified with those buildings. For this reason, CDA recommends that an allowance contingency amount be authorized by RCCD for additional A/E professional services associated with buildings not part of the present, approved DSA drawings (DSA A# 04-112105), should such services be necessary to address DSA requests or requirements.

Contingency Services - The District may request additional services, or may request changes in the sequence, timing, manner, or scope of services. As additional services or changes to services are requested by the District, this Agreement may be modified subject to mutual consent by execution of an addendum by authorized representative of both parties, setting forth in writing the addition or change in services to be performed, the performance time schedule, and the additional compensation for said services.

SUBTOTAL CONTINGENCY BUDGET:	\$20,000.00
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TOTAL FEE:	\$48,260.00
-------------------	--------------------

EXHIBIT " A"



O: [626]913-8101
F: [626]913-8102
W: www.cda-arc.com

Creative Design Associates, Inc.
17528 E. Rowland St.
City of Industry, CA 91748

August 26, 2014

Mr. Bruce Kirby, PE
PSOMAS
1500 Iowa Avenue, Suite 210
Riverside, CA 92507

Re: Fee Proposal – A/E Professional Services
Riverside Community College District
DSA A# 04-112105 – Moreno Valley College, ADA Transition Plan
Implementation / Phase 1, Barrier Removal project
Agreement between Psomas and CDA dated September 22, 2010
RCCD ADA Transition Project - JN 4RIV240300

Dear Mr. Kirby:

We are pleased to submit this A/E professional services fee proposal to provide consultant services on behalf of Psomas and the Riverside Community College District (RCCD) as described below:

SCOPE OF SERVICES:

CDA will provide additional A/E professional services as requested and provided to the District in support of the Riverside Community College District (RCCD) ADA Transition Plan and Implementation – Phase I Project for the following College:

- Moreno Valley College

The term of this agreement shall be from the original agreement date of September 22, 2010, to the extended estimated completion date of December 31, 2015. Payments and final payment shall coincide with original agreement.

TASK 1: MORENO VALLEY COLLEGE – PARTIAL FIRE ALARM SYSTEM UPGRADE

This task is related to barrier removal work undertaken at Moreno Valley College – DSA A#04-112105:

1. During construction, existing fire alarm strobe devices not part of the subject project were found by the Inspector-of-Record not to synchronize with each other.

Similar to a remedy being implemented at Norco College, RCCD has authorized the replacement of existing fire alarm strobe devices on existing fire alarm circuits

at Moreno Valley College. RCCD informed the Division of the State Architect (DSA) of these conditions and of a proposed design solution. RCCD also advised that it cannot locate DSA-approved "as-built" fire alarm system plans for several campus buildings, and therefore cannot provide voltage drop calculations to DSA to account for each notification device's voltage draw, or to provide total draw and drop for each circuit. On May 13, 2013, the DSA advised in a meeting with RCCD and design team representatives of the following:

DSA requested a fire alarm plan documenting all fire alarm devices, both new and existing to remain, at the subject buildings. The design solution to synchronize replacement fire alarm strobe devices on existing fire alarm circuits with each other is to be documented on these plans. If DSA-approved "as-built" fire alarm system plans cannot be located, voltage drop calculations need not be submitted to DSA. All CCD's related to such fire alarm work on existing, undocumented, fire alarm circuits shall be submitted directly to Don Fenlason.

2. Additionally, during testing of the completed fire alarm work for this project, the Inspector-of-Record reported that the existing fire alarm system failed testing of 10% of the addressable devices, as some fire alarm devices not part of the subject project were found by the Inspector-of-Record to not function properly. The DSA has been informed of these conditions. In response, RCCD has worked towards developing an RFQ for issue on or about December 2013 to test, document, and correct existing fire alarm conditions at Moreno Valley College, separate from fire alarm-related work undertaken under the DSA A#04-112105 ADA Transition Plan and Implementation – Phase I Project.

The Psomas team has recommended that the results of the District's campus-wide fire alarm testing and documentation work be included as a FOR REFERENCE ONLY set of documents with the team's fire alarm-related submissions to the DSA to facilitate project closeout with the DSA. Project certification is acknowledged via a DSA-issued letter certifying that the project has been completed in accordance with the requirements that address the safety of design and construction pursuant to Education Code Sections 17280-17316 and 81130-81147. Proof of Project Certification includes the following: 1) a copy of the DSA's certification letter; 2) for older projects, a copy of the DSA history card showing certification; and 3) the DSA Tracker site showing the project is certified.

The Psomas team recommends this approach to obtaining Project Certification for these reasons:

- a. Certification provides a method to determine the safety of school and community college construction.
- b. District Board members may be personally liable for projects until certified.

- c. The DSA will be unable to approve new proposed projects associated with uncertified construction (See DSA IR A-20 – New Projects Associated with Existing Uncertified Projects, revised 03-22-2013) New work involving uncertified projects cannot be approved by the DSA until the issue of certification is resolved.

TASK 1 – SCOPE OF SERVICES:

The A/E professional services consist of the following:

1. For existing fire alarm strobe devices not previously part of the subject project, incorporating the Contractors' as-built information of existing fire alarm strobes that have been replaced with new into the present, approved DSA drawings (DSA A# 04-112105).
2. Indicate new devices' current draw is less than original devices and therefore new devices have no detrimental effect on voltage drop.
3. Submit the results of the District's campus-wide fire alarm testing and documentation work as a FOR REFERENCE ONLY set of documents for inclusion with the team's fire alarm-related submissions to the DSA.
NOTE: DSA's review of the District's campus-wide fire alarm testing and documentation may result in DSA requests for additional documentation or fire alarm engineering associated with buildings not part of the present, approved DSA drawings (DSA A# 04-112105), as the District study did not include voltage drop calculations for existing fire alarm devices identified with those buildings. For this reason, CDA recommends that an allowance amount be authorized by RCCD for additional A/E professional services associated with buildings not part of the present, approved DSA drawings (DSA A# 04-112105), should such services be necessary to address DSA requests or requirements.
4. Prepare documentation for submittal to DSA for approval.

The project will be designed and processed as a Construction Change Document to the existing, approved DSA A# 04-112105 – Moreno Valley College, ADA Transition Plan Implementation / Phase I, Barrier Removal project, for approval by the Division of State Architect (DSA). There will not be multiple design phases.

CDA will assist Psomas as its plan review liaison in support of Psomas obtaining plan review approvals from the Division of the State Architect (DSA). CDA will serve as the prime design consultant for this project and will provide or retain the required services of architectural and FA sub-consultants. CDA will coordinate and manage the services of these subconsultants as well as obtain from each sub consultant all necessary information and work products necessary for the execution of the project through its completion. As subconsultant to Psomas, CDA will provide services as follows:

- **Drawings & Specifications** - CDA will assist Psomas in updating Drawings and Specifications for the DSA A# 04-112101 project. For existing fire alarm strobe

devices not previously part of the subject project, this task includes incorporating into the DSA-approved Fire Alarm design drawings the Contractors' as-built information of existing fire alarm strobes that have been replaced with new.

- **DSA Backcheck & Revisions** – CDA will assist Psomas in the DSA backcheck meetings for this Construction Change Document submittal and integrate the backcheck correction comments into final documents for approval by DSA.
- **Bidding & Negotiations** – CDA will assist Psomas in responding to requests for information.
- **Construction Administration** – CDA will assist Psomas in responding to requests for information.
- **DSA Closure** – CDA will assist Psomas in securing the approval of the construction documents and closure of the DSA A#.

Compensation:

These professional services shall be provided for a Firm Fixed Price (FFP) of \$25,140.00

Task	Fee
Architectural Design	\$ 6,880.00
Services*	\$ 18,260.00
Fire Alarm Design and Engineering (see attached proposal by S&K Engineers dated 08/14/2014)	
Bidding & Negotiations	Included in proposed fee.
Construction Administration	Included in proposed fee.
DSA Closure	Included in proposed fee.
Total	\$25,140.00
*Architectural Design Services	Fee
Architect (16 hrs @ \$150/hr)	\$ 2,400.00
Proj. Mgr.(16 hrs @ \$130/hr)	\$ 2,080.00
Coordination w/ DSA (16 hrs @ \$150/hr)	\$ 2,400.00
Consultant markup - waived	\$ 0.00
Total	\$ 6,880.00

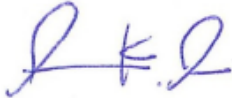
Qualifications:

We will perform these services in character, sequence and timing so that they will be coordinated with those of the project subconsultants, and as expeditiously as is consistent with professional skill and care. We will provide these services in accordance with current, generally accepted professional practices, and it is understood that our firm makes no warranties, either express or implied, as to its findings, design, recommendations, specifications or professional advice.

If you have any questions regarding this proposal, please don't hesitate to contact us at [626] 913-8101. Thank you for this opportunity to assist Psomas and the Riverside Community College District.

Sincerely,
Creative Design Associates, Inc.

Accepted by:
Psomas



Glenn K. Dea, Architect C-26299
Certified Access Specialist (CASp-023)
Vice President

Name

Signature

Date



EXHIBIT " B "

MECHANICAL . ELECTRICAL . PLUMBING . CONSULTANTS

August 14, 2014

Glenn Dea
Creative Design Associates
17528 E. Rowland St. 2nd Floor
City of Industry, CA 91748

Project: Riverside Community College District (RCCD)
P14065 Moreno Valley

Dear Glenn:

Thank you for this opportunity to provide you with this electrical engineering proposal for additional services for limited ADA Modernization Project of Moreno Valley College.

Electrical Engineering Scope of Services:

1. Include Contractors as-built drawing information of existing fire alarm strobes that have been replaced with new into DSA approved drawings.
2. Revise voltage drop calculations based on installed devices which have lower current draw than specified.
- 3a. Incorporate existing as-built fire alarm system into documents identifying strobes that have been replaced with new.
- 3b. Provide voltage drop calculation for existing as-built system based on new, lower current draw devices.
4. Prepare documentation for submittal to DSA for approval.

Compensation

The services described above will be provided for a lump sum fee of \$18,260.00 per the attached fee schedule.

Invoicing will be monthly commensurate with the amount of work completed.

Exclusions: All work related to the simplex-grinnell drawings.

421 EAST HUNTINGTON DRIVE . MONROVIA, CALIFORNIA 91016
626.930.1383 PH . 626.930.1385 FAX . www.skengineers.com

Riverside Community College District (RCCD)

Moreno Valley Campus

Company	Discipline	Categories	2013		Direct Labor Fees	Totals
			Hours	Rates		
S&K Engineers	MEP	PRINCIPAL	6	\$295.00	\$1,770.00	\$18,260.00
		PROJECT MANAGER	10	\$243.00	\$2,430.00	
		SENIOR ENGINEER	20	\$243.00	\$4,860.00	
		SENIOR DESIGNER	0	\$210.00	\$0.00	
		DESIGNER	50	\$184.00	\$9,200.00	
		CAD	0	\$132.00	\$0.00	

Non-Reimbursable Expenses Breakdown

#	Expense Description
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
TOTALS	

Dea, Glenn
Moreno Valley College

August 14, 2014
Page 2 of 2

Sincerely,
S&K Engineers

Accepted by:
Creative Design Associates, Inc.

Kevin Keyfauber,
Principal

Name

Signature

Date

Agenda Item (IV-E-2)

Meeting	10/7/2014 - Committee
Agenda Item	Committee - Facilities (IV-E-2)
Subject	Agreements for the Culinary Arts Academy/District Office Building, Henry W. Coil, Sr., and Alice Edna Coil School for the Arts Building, and Parking Structure with GLUMAC
College/District	District
Funding	College and District Allocated Measure C Funds/Program Reserve Measure C Funds, Redevelopment Funds, and La Sierra Funds
Recommended Action	It is recommended that the Board of Trustees approve: 1) agreement with GLUMAC for LEED Commissioning Services in the amount of \$39,180 for the CAA/DO project; and 2) agreement with GLUMAC for LEED Commissioning Services in the amount of \$19,960 for the CSA and Parking Structure project.

Background Narrative:

On December 15, 2009 the Board of Trustees adopted the resolution that the Riverside Community College District declare that the Design and Development of Facilities to be LEED Certified, in recognition of the Green Initiatives in the 2009-2012 Strategic Plan, Resolution No. 13-09/10.

GLUMAC will act as the Commissioning Authority for the Culinary Arts Academy/District Office Building (CAA/DO) and the Coil School for the Arts Building (CSA), and Parking Structure projects. GLUMAC will develop the Systems Manual and Operation and Maintenance (O & M) documentation for both projects that will satisfy the CAL Green requirements. Detailed scopes of work are described in Exhibit I, on the attached agreements.

At this time, it is requested that the Board of Trustees approve the agreements with GLUMAC in the amount of \$39,189 for the CAA/DO projects, \$19,950 for the CSA and Parking Structure project. Costs for the requested agreements are within the project budget approved by the Board of Trustees.

Prepared By: Michael Burke, Ph.D., Chancellor
Aaron Brown, Vice Chancellor, Business and Financial Services
Wolde-Ab Isaac, Interim President, Riverside
Chris Carlson, Chief of Staff & Facilities Development
Bart Doering, Facilities Development Director

Attachments:

[Agreement_CAA-DO-GLUMAC_r7](#)
[Agreement_CSA_P-S_GLUMAC_r7](#)

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

GLUMAC

THIS AGREEMENT is made and entered into on the 22nd day of October, 2014, by and between GLUMAC 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’s 3801 Market Street, Riverside, CA 92501 location.
3. The services rendered by the Consultant are subject to review by the Chief of Staff and Facilities Development or her designee.
4. The term of this agreement shall be from October 22, 2014, to the estimated completion date of June 22, 2016, with the provision that the Vice Chancellor of Business and Financial Services 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 \$39,180 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 Chief of Staff and Facilities Development, 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 the Chief of Staff and Facilities Development.
6. All data prepared by Consultant hereunder specific only to this project, 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 and defended

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 Chief of Staff and Facilities Development, 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 upon adjudicated 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 actual negligence, recklessness or willful misconduct and only in proportion thereto. 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 actual 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 upon any adjudicated 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 actual negligence, recklessness, or willful misconduct and only in proportion thereto. 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 actual negligent acts are fully and finally barred by the applicable statute of limitations.
10. Consultant shall procure and maintain insurance coverage as follows:

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, in the amount of \$1,000,000 per person and \$3,000,000 per occurrence;

Professional liability/errors and omission insurance in the amount of \$1,000,000;
and

Workers' Compensation insurance in accordance with the laws of the State of California.

Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Contractor shall provide District with the required Certificate of Insurance within 10 days of signing this Agreement.

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 ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race, color, ancestry, genetic information, sexual orientation, physical or mental disability, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law. Consultant understands that harassment of any student or employee of Riverside Community College District with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race, color, ancestry, genetic information, sexual orientation, physical or mental disability, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law is strictly prohibited.
13. Consultant is an independent contractor and no employer-employee relationship exists between Consultant and District. Any and all local, state or federal taxes that would be associated with the payment under this Agreement is to be paid solely by Consultant.

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.

GLUMAC

Riverside Community College District

Steven Carroll
Principal
~~617 W. 7th Street, Ste. 500~~
~~Los Angeles, CA 90017~~
18200 Von Karman
Irvine, CA 92612

Aaron S. Brown
Vice Chancellor
Business and Financial Services

Date: _____

Date: _____

Exhibit I



September 12, 2014



Bart Doering
Facilities Development Director
Riverside Community College District
450 E. Alessandro Blvd
Riverside, CA 92508
951.222.8962
Bart.Doering@rccd.edu

Subject: CALGreen and LEED Commissioning Services Proposal
RCCD Culinary Arts & District Office

Dear Bart:

Glumac is pleased to submit the enclosed fee proposal for the RCCD Culinary Arts & District Office. Glumac will act as the Commissioning Authority for the project, and will work closely with the entire project team to meet or exceed expectations set in the scope of work, and to produce deliverables on time and within budget.

Our firm's extensive experience with LEED certification makes us well-qualified to provide commissioning services to your project. Our commissioning experience spans a wide range of building sizes and types, from high-rise residential towers to federal administrative buildings to data centers.

The proposed scope of work satisfies the CALGreen commissioning requirements as well as the LEED v3 Energy & Atmosphere (EA) Prerequisite 1 "Fundamental Commissioning" (EAp1). We have broken out the associated fees to meet EA Credit 3 "Enhanced Commissioning" (EA-C3) requirements.

Glumac appreciates the opportunity to offer our services. We welcome any questions you may have regarding this proposal and can provide clarifications or further information at your request. We look forward to the opportunity to work with your team.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steven Carroll".

Steven Carroll, P.E., CxA, LEED AP
Principal
Commissioning Group
GLUMAC

Seattle • Portland • Corvallis • Sacramento • San Francisco
Silicon Valley • Las Vegas • Los Angeles • Irvine • Shanghai

617 W. 7th St., Ste. 500
Los Angeles, CA 90017

T 213.239.8866
www.glumac.com

FEE PROPOSAL

RCCD CULINARY ARTS & DISTRICT OFFICE

EXECUTIVE SUMMARY

Glumac understands the project consists of a three level approximately 60,000 square foot building. The space will include four kitchens, an ice-carving room, faculty offices and offices for Riverside Community College District on the second and third floors.

The project will be pursuing US Green Building Council (USGBC) Leadership in Energy and Environmental Design for New Construction (LEED-NC v3) certification and will be designed and constructed under the CALGreen code where Building Commissioning services are required. Glumac will act as the Commissioning Coordinator and ensure that the commissioning requirements are carried out and completed successfully.

The proposed scope of work below is based on the LEED Reference Guide, the Federal General Services Administration Model Commissioning Plan and Guide Specification (Version 2.05) and the ASHRAE document, *The HVAC Commissioning Process, ASHRAE Guideline 0-2005*, as well as Glumac Commissioning experience.

SCOPE OF SERVICES

Glumac will act as the Independent Third Party Commissioning Authority and will oversee and participate in the commissioning process to assist in ensuring that the building's mechanical and electrical systems are complete, fully functional and perform in accordance with the contract documents and design intent.

Pre-Construction Phase

The Owner's Project Requirements

The owner's project requirements (OPR) documents the functional requirements of a project and expectations of the building use and operation as it relates to systems being commissioned. The document describes the physical and functional building characteristics desired by the owner and establishes performance and acceptance criteria. The OPR is most effective when developed during pre-design and used to develop the Basis of Design (BOD) during the design process. The level of detail and complexity of the OPR will vary according to building use, type and systems. The Owner will document the owner's project requirements. The owner and the design team shall make updates to these documents during design and construction.

\\in\data\Jobs\2014\04_14_P0409 RCCD Culinary Arts & District Office Cx\Project Management\Contracts\Proposals\Proposal for RCCD Culinary Arts & District Office Cx REV 1.DOCX



RCCD Culinary Arts & District Office
Bart Doering
Riverside Community College District
September 12, 2014
Page 2

- A. Glumac will facilitate this process and assist the owner in the development of the Owner's Project Requirements and ensure that the OPR satisfies the CALGreen Requirements.

The Basis of Design

The basis of design (BOD) describes the building systems to be commissioned and outlines design assumptions not indicated in the design documents. The design team develops the BOD to describe how the building systems design meets the Owner's Project Requirements (OPR), and why the systems were selected. The BOD is most effective when developed early in the project design and updated as necessary throughout the design process. The design team will document the basis of design for the Project.

- A. Glumac will provide guidance in the development and perform a review the BoD for clarity and completeness and ensure that the BOD satisfies the CALGreen Requirements.

The Commissioning Plan

The commissioning plan (Cx plan) establishes the commissioning process guideline for the project and commissioning team's level of effort by identifying the required Cx activities to ensure that the Owner's Project Requirements (OPR) and the Basis of Design (BOD) are met. The Cx Plan also includes a commissioning schedule from design to occupancy.

- A. Glumac will develop and utilize a commissioning plan that will be used throughout the commissioning process.

Commissioning Measures

Commissioning measures must be included in the project specifications to provide commissioning process requirements, roles, and responsibilities.

- A. Glumac will develop the commissioning measures or requirements to be included in the construction documents (plans and specifications).

Design Review Kickoff Meeting

A design review kickoff meeting is required per new Title 24 commissioning standards to provide the necessary communication between the commissioning reviewer and the project team.

- A. Glumac will facilitate this meeting between the commissioning reviewer, owner's representative, design engineer(s), and the project manager. Based on this project Glumac will plan to attend one (1) design phase meeting in person and two (2) meetings via teleconference.



RCCD Culinary Arts & District Office
Bart Doering
Riverside Community College District
September 12, 2014
Page 3

Construction Document Review

Construction document review is required per new Title 24 commissioning standards with a focus on building envelope, lighting, service hot water heating, and HVAC systems.

- A. Glumac will coordinate to perform construction document review in accordance with Title 24 requirements.

Title 24 Compliance Forms

Title 24 compliance forms are required for pre-construction phase tasks outlined above.

- A. Glumac will coordinate all compliance forms to be signed by the commissioning agent and/or commissioning reviewer.

Construction & Commissioning Phase

- A. Glumac will conduct a review of the contractor control submittal for compliance with the Owner's Project Requirements, Basis of Design, and construction documents.
- B. Glumac will verify that the installation and performance of energy consuming systems meet the owner's project requirements and basis of design.
- C. Glumac will conduct Commissioning Meetings with the entire team throughout the duration of the project to review progress to date, any commissioning issues, documentation and reporting. We will provide agendas prior and minutes after each meeting. Based on the current schedule we are anticipating (1) construction kick off meeting and twelve (12) progress meetings.
- D. Glumac will conduct regularly scheduled Commissioning Site Observations throughout the duration of the project. Construction progress and installation will be reviewed and a Site Observation Report submitted after each visit. Based on the current schedule we are anticipating twelve (12) site observation visits.
- E. Glumac will develop Prefunctional Checklists to ensure that individual components of a system are installed properly.
- F. Glumac will develop Functional Testing Procedures to be carried out by the contractors, witness and record the results. The Functional Test Results will be evaluated to ensure that the commissioned systems are functioning in accordance with the Owner's Project Requirements and the Basis of Design.



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Post Construction Phase

- A. Glumac will complete a commissioning report that satisfies the CALGreen Requirements and will include at a minimum:
 - 1. An Executive Summary with results of the Commissioning Process including observations, conclusions and any outstanding items.
 - 2. A Commissioning Issue Log identifying deficiencies discovered during the commissioning process, how they were resolved and any seasonal testing scheduled for a later date.
 - 3. System performance test results including the Prefunctional Checklists and Functional Test Results.

- B. The systems manual documents information focuses on the operation of the building systems. This document provides information needed to understand, operate, and maintain the equipment and systems and informs those not involved in the design and construction of the building systems. This document is in addition to the record construction drawings, documents, and the Operation & Maintenance (O&M) Manuals supplied by the contractor. The Systems Manual is assembled during the construction phase and available during the contractors' training of the facility staff.
 - 1. Glumac will develop the Systems Manual that satisfies the CALGreen Requirements and will include at a minimum:
 - a. Final Version of the OPR and BOD
 - b. Single Line Diagrams
 - c. As-Built Sequence of Operations and original set points
 - d. Operating instructions for integrated building systems
 - e. Recommended schedule of maintenance requirements
 - f. Recommended schedule of the Re-Commissioning of systems along with blank functional testing forms
 - g. Recommended schedule for testing and calibration of sensors.

- C. The systems operation training verifies that a training program is developed to provide training to the appropriate maintenance staff for each equipment type and/or system and that this training program is documented in the commissioning report. The systems operations training program is specified in the project specifications for the major systems listed. The System Manual, Operation and Maintenance (O&M) documentation, and record drawings are prepared and available to the maintenance staff prior to implementation of any training or the development of a written training program. The training program is to be administered when the appropriate maintenance staff is made available to receive training.
 - 1. Glumac will review the operations training program developed by the contractors for accuracy and completeness and verify that the requirements for training operating personnel and tenant space occupants are completed and ensure that the training satisfies the CALGreen Requirements.



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D. Title 24 compliance forms are required for construction and post-construction phase tasks outlined above.

1. Glumac will coordinate all compliance forms assigned to the commissioning agent and/or commissioning reviewer.

Commissioned Systems

The following is a list of proposed systems to be commissioned under this scope of work:

A. Heating, ventilation, and air conditioning (HVAC) systems;

1. Rooftop packaged AC Units
2. Exhaust Fans
3. Heating Hot Water System – Boilers, pumps, etc.
4. Split System Fan Coil Systems
5. Variable Frequency Drives
6. Terminal Units – VAV's Diffusers, etc.
7. Kitchen Exhaust Systems

B. Building Automation System;

C. Lighting Control Systems;

D. Domestic Hot Water Systems

1. Domestic Water Booster Pump
2. Hot Water Pump
3. Gas Water Heater
4. Electric Water Heater

E. Irrigation Controls

COMMISSIONING ASSUMPTIONS

The following assumptions are made in the preparations of this proposal:

- A. The Owner/Architect will provide the design documents (drawings and specifications) for our work.



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- B. The Owner/Architects will provide the contractors' submittal documents, test and balancing data, and other required documents.
- C. We include the use of digital photography with the Commissioning report in order to describe existing conditions and identify O&M requirements.
- D. We anticipate that the work will be performed during normal business hours.
- E. All calibration and testing equipment including load banks, infrared cameras, specialty metering equipment, etc will be provided by the installing contractors.
- F. Commissioning services will be performed only on those systems identified above.



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PROFESSIONAL FEES

You will be invoiced monthly as a percentage complete against the following fixed fee:

Phase	Fee
Commissioning Services	
LEED NC v3 Fundamental / CALGreen Commissioning	\$39,180
Total Fee	\$39,180.00

Thirty Nine Thousand One Hundred Eighty Dollars

REIMBURSABLES SC OK 9/24/14

~~In addition to the above fee, you will be invoiced for reimbursable expenses plus a 10% reimbursable mark-up fee. Reimbursable expenses include air travel, mileage, rental car, lodging and per diem, CAD plots (at our blueprint service provider's rates), printing (at FedEx Office rates) and messenger service.~~

TERMS AND CONDITIONS

The following Terms and Conditions will govern all services performed on behalf of Client and are hereby incorporated into the Commissioning Services Fee Proposal.

- 1. Commissioning Services.** Commissioning plans, specifications and reports represent Glumac, Inc.'s ("Glumac") judgment as a design professional with respect to the proper commissioning of equipment and components of the work. It is recognized, however, that Glumac does not have control over contractor's proper performance of the work, including but not limited to the contractor's means, methods, techniques, sequences and procedures of construction. Accordingly, Glumac cannot and does not warrant or represent that commissioned equipment and components of the work will not vary from the requirements of the contract documents or comply with applicable codes. Glumac does not perform any work of a contractor and its Commissioning Services are limited to design, plans, and oversight only. No withholding, deductions or offsets shall be made from Glumac's compensation for any reason unless Glumac has been found to be legally liable for such amounts. Payment of Glumac's fees shall be a condition precedent to bringing any action or suit against Glumac.
- 2. Operation and Maintenance.** Client acknowledges that the proper performance of equipment and components commissioned under this Agreement requires periodic and regular maintenance and testing. Client agrees to retain and train qualified personnel regarding the proper operation, maintenance and testing of equipment and components commissioned by Glumac. Client further agrees that, after commissioning, it will maintain the equipment and components commissioned by Glumac in accordance with manufacturer's instructions and industry practice.



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3. **Payment.** All fees and other charges will be billed to Client monthly and will be due and payable no later than 30 days after the date of invoice. Client will pay Glumac interest on past due amounts at the rate of 1.5 percent per month or the highest amount permitted by law, whichever is greater. In addition to all other remedies, Glumac may withhold delivery of services, reports, plans, specifications, documents or other deliverables if Client fails to pay an invoice when due. Payment to Glumac will not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Client of project funds, offsetting reimbursements, or credits from other parties.
4. **Contingency Fund.** The Client and Glumac agree that changes may be required to the plans and specifications during the various phases of design, development, and construction, and therefore the cost of the project may exceed the estimated construction cost. The Client will set aside a reserve in the amount of 10% of the estimated construction cost as a contingency reserve to be used, as required, to pay for any such changes. The Client waives any claim against Glumac or Glumac's subconsultants with respect to any increased costs to the extent of the contingency reserve due to such changes or due to claims made by the construction contractors relating to such changes.
5. **Additional Services.** Any services not explicitly described as being performed by Glumac or its subconsultants are excluded. If agreed to in writing by Client and Glumac, Glumac will provide additional services. Client will pay Glumac for such additional services in accordance with Glumac's current fee schedule or as otherwise agreed by Client and Glumac in writing. These Terms and Conditions will apply to all additional services provided by Glumac. In the case of additional services added to the Engineering Fee Proposal, Glumac's liability shall be limited to the extent of the additional fee for the specific additional services added.
6. **Professional Standards.** Subject to all conditions set forth herein, Glumac will only be liable for breaching its obligation to perform its services to the level of competency maintained by other practicing engineering professionals in the same or similar community performing the same services at the same time as they were performed by Glumac. Glumac makes no warranties, either express or implied. Glumac does not guarantee the completion or quality of performance of contracts by the construction contractor or subcontractors, or other third parties, nor accepts responsibility for their acts, omissions or any safety precautions.
7. **Independent Contractor.** The relationship of Glumac to Client shall at all times be that of an independent contractor. Glumac shall not be liable for the acts of Client or its agents in performing Work.
8. **Document Ownership.** Glumac holds copyright for all tracings, calculations, and other original documents produced by Glumac and such documents shall be the property of Glumac, except when otherwise provided by law, governmental requirement, or by prior agreement, these documents become public property or the property of the Client. A limited license is granted to use the documents for the specific purposes and project covered by the Agreement. Reproduction of these documents either in hard copy or soft copy (including posting on the web) is prohibited without copyright permission. No right to create modifications or derivatives of Glumac documents is granted pursuant to this limited license. You may not remove any copyright or other proprietary notices contained in the documents and information. Any product, process or technology described in the documents may be the subject of other Intellectual Property rights reserved by Glumac. The drawings, specifications, and reproductions thereof are instruments of service to be used only for the specific project covered by the Agreement between the Client and Glumac. Glumac assumes no liability for misinterpretation, modification, or misuse by others of any instruments of service prepared by Glumac in accordance with its services.

GLUMAC

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9. **Electronic Documents.** If Glumac provides Client any design documents, including but not limited to plans and specifications, in electronic form ("Electronic Documents"), acceptance and use of the Electronic Documents by Client shall be at Client's sole risk and Client will: (a) Waive and covenant not to sue Glumac alleging any inaccuracy or defect in the Electronic Documents; (b) Agree that Glumac makes no representation with regard to the compatibility of the Electronic Documents with Client's software or hardware; and (c) to the fullest extent permitted by law, indemnify, hold harmless, reimburse and defend Glumac from, for and against any alleged claim, damage, liability, or cost, including but not limited to attorneys' fees, that may arise from Client's use of the Electronic Documents or any subsequent modification of the Electronic Documents by any person or entity.
10. **Schedule.** Glumac will perform its services with reasonable diligence consistent with sound professional practice as ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances. Client will require its other consultants and contractors to incorporate into their schedules reasonable periods of time for Glumac to perform its services and will require that they coordinate their services with Glumac's services. Client is aware that many factors outside Glumac's control may affect Glumac's ability to timely perform and complete its services and Client agrees that Glumac is not responsible for damages arising directly or indirectly from any delays, including but not limited to liquidated damages.
11. **Cost Estimates.** Any cost estimates provided by Glumac will be based on Glumac's professional experience and judgment. However, Client agrees that Glumac has no control over market conditions or bidding procedures and, as a result, Glumac does not warrant that bids or construction costs will not vary from Glumac's cost estimates.
12. **Construction Support.** If specifically included in the scope of Glumac's services, construction support services will be performed solely for the purpose of reviewing portions of the work for general conformance with the design concept set forth in the contract plans and specifications. These services are different from inspection or other quality-control services. The Client shall coordinate the contractor's involvement in any Glumac construction support services and shall provide Glumac all necessary contracts and documents to perform the same. Glumac will not provide any administration of the contract between the contractor and the Client. Glumac is not a contractor and does not provide the services of a contractor under any circumstances. Glumac will not supervise, direct or have control over any contractor's work, nor will Glumac have any responsibility for the means, methods, techniques, sequences or procedures of construction selected by the contractor, nor will Glumac be responsible for the contractor's safety precautions and programs in connection with the work, nor will Glumac be responsible for the contractor's failure to perform the work in accordance with the requirements of the contract documents or applicable building or structural codes, nor will Glumac be responsible for the acts or omissions of the Contractor or of any other persons or entities performing portions of the work, all of which are the sole responsibility of the contractor or its agents.
13. **Submittal Review.** Glumac will review and render appropriate services on shop drawings, product data, samples, and other submittals required by the contract documents. Such review shall be solely for general conformance with the design concept and the information shown on the contract documents. Glumac's review will not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, compliance with applicable building or structural codes, coordination of the work of other trades or construction safety precautions, all of which are the sole responsibility of the contractor. Glumac's review will be conducted with reasonable promptness while allowing sufficient time in Glumac's judgment to permit adequate review. Review of a specific item shall not indicate acceptance of an assembly of which the item is a part. Glumac will not review and will not be responsible for any deviations from the contract documents not clearly identified in writing on the submittal by the contractor, nor will Glumac be

required to review partial submissions or those for which submissions for correlated items have not been received.

14. **Property Release.** Client hereby irrevocably grants to Glumac, its employees, agents, licensees, independent contractors and assigns, permission to use, reuse, display, broadcast, perform, reproduce, distribute, transmit, reprint and commercialize, in any manner or media now known or later developed, photographs or artwork depicting property for which Glumac performs services ("Content") for any purpose (excluding defamation and pornography) which may include, among others, advertising, promotion, marketing and packaging for Glumac's products or services. Client agrees that the Content may be combined with other content, text and graphics and cropped, altered or modified.
15. **Copyright License.** Client hereby irrevocably grants to Glumac, its employees, agents, licensees, independent contractors and assigns the perpetual, assignable, royalty-free, worldwide right and license to use any photograph depicting property for which Glumac performs services ("Content"), in whole or in part, including the rights to reproduce, sublicense, transfer, publish, distribute, publicly display, broadcast, download, transmit, modify and prepare derivative works, in any manner or media now known or later developed, for the marketing and sale of Glumac products or services and for any other business purpose or activity relating to Glumac. Client waives any right to inspect or approve Glumac's use of the Content, including written copy that may be created in connection therewith.
16. **Termination for Convenience.** Either Glumac or Client may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days' prior written notice. Client will pay Glumac for all services rendered and all costs incurred up to the date of termination, along with all other reasonable termination costs, including but not limited to expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Glumac's anticipated profit on the value of the services not performed by Glumac. If no notice of termination is given, Glumac's obligations created by this Agreement will be terminated upon completion of the services.
17. **Notice of Deficiencies.** Client shall provide prompt written notice within thirty (30) days of when Client becomes aware or should have reasonably been aware of any fault or defect in the project, including errors, omissions or inconsistencies in the services and work product provided by Glumac.
18. **Additional Insured.** For both "Ongoing Operations" coverage and "Products/Completed Operation" coverage for up to a period of 10 years after project completion, Client will cause all of its general liability and excess insurers to name Glumac as an additional insured and Client will require its consultants, contractors and subcontractors performing services or work to name Glumac as an additional insured on their general liability and umbrella/excess insurance policies and provide evidence of compliance in the form of a certificate, endorsement, or other means upon request.
19. **Waiver of Subrogation.** Client and Glumac waive all rights against each other for damages or loss to the extent covered by any available insurance. Client will require all of Client's insurers to waive subrogation against Glumac and Client will contractually require all of its contractors, consultants, and agents of any tier to have their respective insurers waive subrogation against Glumac.
20. **Indemnity.** Subject to all provisions of this Agreement and to the fullest extent permitted by law, Client shall indemnify, hold harmless, reimburse and defend (with counsel of Glumac's choice) Glumac, its employees, officers, directors and agents from, for and against all actual or alleged claims, losses, damages, costs and expenses arising from or related to the work, the Project, or this Agreement (with the sole exception that Client will have no duty to indemnify Glumac from



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claims or losses to the extent those claims or losses are caused by the fault or negligence of Glumac or its employees as adjudicated by a court of competent jurisdiction). Under no circumstances shall Glumac be liable for any actual or alleged claims, losses, damages, costs and expenses arising from or related to the work, fault, or negligence of its subconsultants.

21. **Modifications.** No change, modification, or amendment to this Agreement will be valid unless agreed to by both of the parties hereto in writing.
22. **Successors and Assigns.** This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties partners, successors, executors, administrators and assigns.
23. **Severability.** In the event any clause or portion thereof in this Agreement is deemed invalid or unenforceable by a court or arbitrator of competent jurisdiction, then that clause or portion thereof will be treated as if it were omitted at the time of execution, and the remaining terms of this Agreement shall survive and be enforceable.
24. **Arbitration.** Client agrees that any claim, damage, or dispute arising out of these Terms and Conditions or any services performed by Glumac will be resolved by binding and confidential arbitration before a single arbitrator in the place where the project is located. The parties shall mutually select the arbitrator and the rules applicable to the arbitration process. Unless the parties mutually agree otherwise, the arbitration shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. As a condition precedent to serving a demand for arbitration, Client agrees that it will obtain a written certificate executed by an independent design professional with similar experience on similar projects and licensed in the jurisdiction in which the project is located certifying that Glumac failed to meet the applicable standard of care. Client will provide Glumac with a copy of the certificate and all written analysis supporting the certificate's findings at least 30 days before serving a demand for arbitration. Client and Glumac agree that any party hereto shall commence all claims and causes of action within the period specified by applicable law but in any case not more than ten (10) years after the date of substantial completion of the project. Client and Glumac waive all claims and causes of action not commenced or noticed in accordance with the time periods in this section.
25. **Governing Law:** The laws of the State that the project is constructed will govern the validity of this Agreement, its interpretation and performance. Any dispute arising in any way from this Agreement shall be subject to the jurisdiction of the courts of that State.
26. **Client's Terms.** Any terms and conditions set forth or referenced in Client's purchase order, requisition, or other notice of authorization to proceed are inapplicable to the services provided under this proposal or any related agreement, except when specifically accepted or confirmed in writing and signed by Glumac.
27. **No Third Party Beneficiaries.** Glumac's responsibilities under this Agreement run only to Client. Glumac's responsibilities do not extend to any third party including, without limitation, the successors and assigns of Client, any Client's Association or any individual unit owner associated with Client. To the fullest extent permitted by law, no party has any third-party beneficiary or other rights arising from or related to the services provided by Glumac.
28. **Limitation of Liability.** Client agrees that, in recognition of the relative risks and benefits of the project, Glumac's aggregate joint, several and individual liability, whether for breach of contract, breach of warranty, negligence, professional malpractice, strict liability or otherwise will be limited to an amount no greater than \$1 million or Glumac's fee, whichever amount is lesser. This provision will survive the termination or expiration of this Agreement.

GLUMAC

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29. **Limitation of Remedy.** Client covenants that it will not, under any circumstances, bring a lawsuit, arbitration demand, or claim of any kind against Glumac's individual employees, officers, directors, or agents and that Client's sole remedy will be against Glumac, Inc.
30. **Waiver of Consequential Damages.** Neither Glumac nor any of its officers, directors, employees or agents will be liable for any indirect, punitive, consequential, liquidated, or exemplary damages of any nature, including but not limited to fines, penalties or lost profits, whether said claim is based upon contract, warranty, tort (including negligence and strict liability) indemnity or any other theory of law, and the Client expressly waives all rights and remedies with respect to the same.
31. **Entire Agreement.** This Agreement contains all terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist, or bind any of the parties hereto.

This proposal shall be valid for a period of ninety (90) days from the date of proposal submittal.

Upon authorization, we will proceed with the scope of work detailed above unless notified of any changes in writing. Please endorse and return one copy of this proposal.

For **Riverside Community
College District**

For **GLUMAC**



Bart Doering
Facilities Development Director

Steven Carroll, P.E., CxA, LEED AP
Principal

Date

September 12, 2014
Date



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STANDARD HOURLY RATES

CLASSIFICATION	RATE/HR.	CLASSIFICATION	RATE/HR.
COMMISSIONING		SUSTAINABILITY CONSULTING	
Commissioning Authority	\$180	Integrated Design / LEED Consulting	\$100 - \$170
Commissioning Agent	\$150	Energy Analysis	\$110 - \$160
Commissioning Technician	\$125	CFD Analysis	\$120 - \$200
Commissioning Coordinator	\$100	Lighting Design	\$110 - \$160
		Technology Integration Design	\$130 - \$180
ENGINEERING DESIGN		PROJECT ADMINISTRATION	
Principal	\$225	Project Coordinator	\$100
Associate Principal	\$205	Project Administrator	\$80
Project Manager	\$160 - \$200	Project Assistant	\$70
Project Engineer	\$140 - \$190	Construction Manager	\$130 - 190
Project Designer	\$100 - \$160		
BIM	\$105 - \$165		
CAD	\$75 - \$105		

REIMBURSABLE EXPENSES

Drawing Plots & Prints (Color/B&W)	At cost (prevailing printer rates)
Travel, Lodging, Transportation	At cost
Printing, Reproduction, Photography	At cost
Mileage	At prevailing IRS Rate/Mile
Reimbursable Mark-up Fee (on all expenses)	10%

Effective January 2013

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

GLUMAC

THIS AGREEMENT is made and entered into on the 22nd day of October, 2014, by and between GLUMAC 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’s 3890 and 3902 University Avenue, Riverside, CA 92501 locations.
3. The services rendered by the Consultant are subject to review by the Chief of Staff and Facilities Development or her designee.
4. The term of this agreement shall be from October 22, 2014, to the estimated completion date of June 22, 2016, with the provision that the Vice Chancellor of Business and Financial Services 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 \$19,960 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 Chief of Staff and Facilities Development, 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 the Chief of Staff and Facilities Development.
6. All data prepared by Consultant hereunder specific only to this project, 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 and defended

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 Chief of Staff and Facilities Development, 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 upon adjudicated 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 actual negligence, recklessness or willful misconduct and only in proportion thereto. 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 actual 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 upon any adjudicated 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 actual negligence, recklessness, or willful misconduct and only in proportion thereto. 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 actual negligent acts are fully and finally barred by the applicable statute of limitations.
10. Consultant shall procure and maintain insurance coverage as follows:

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, in the amount of \$1,000,000 per person and \$3,000,000 per occurrence;

Professional liability/errors and omission insurance in the amount of \$1,000,000;
and

Workers' Compensation insurance in accordance with the laws of the State of California.

Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Contractor shall provide District with the required Certificate of Insurance within 10 days of signing this Agreement.

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 ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race, color, ancestry, genetic information, sexual orientation, physical or mental disability, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law. Consultant understands that harassment of any student or employee of Riverside Community College District with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race, color, ancestry, genetic information, sexual orientation, physical or mental disability, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law is strictly prohibited.
13. Consultant is an independent contractor and no employer-employee relationship exists between Consultant and District. Any and all local, state or federal taxes that would be associated with the payment under this Agreement is to be paid solely by Consultant.

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.

GLUMAC

Riverside Community College District

Steven Carroll
Principal
~~617 W. 7th Street, Ste. 500~~
~~Los Angeles, CA 90017~~
18200 Von Karman
Irvine, CA 92612

Aaron S. Brown
Vice Chancellor
Business and Financial Services

Date: _____

Date: _____

Exhibit I

GLUMAC

engineers for a sustainable future™



September 12, 2014

Bart Doering
Facilities Development Director
Riverside Community College District
450 E. Alessandro Blvd
Riverside, CA 92508
951.222.8962
Bart.Doering@rccd.edu

Subject: CALGreen and LEED Commissioning Services Proposal
RCCD Coil School for the Arts & Parking Structure

Dear Bart:

Glumac is pleased to submit the enclosed fee proposal for the RCCD Coil School for the Arts & Parking Structure. Glumac will act as the Commissioning Authority for the project, and will work closely with the entire project team to meet or exceed expectations set in the scope of work, and to produce deliverables on time and within budget.

Our firm's extensive experience with LEED certification makes us well-qualified to provide commissioning services to your project. Our commissioning experience spans a wide range of building sizes and types, from high-rise residential towers to federal administrative buildings to data centers.

The proposed scope of work satisfies the CALGreen commissioning requirements as well as the LEED v3 Energy & Atmosphere (EA) Prerequisite 1 "Fundamental Commissioning" (EAp1). We have broken out the associated fees to meet EA Credit 3 "Enhanced Commissioning" (EAc3) requirements.

Glumac appreciates the opportunity to offer our services. We welcome any questions you may have regarding this proposal and can provide clarifications or further information at your request. We look forward to the opportunity to work with your team.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Steven Carroll'.

Steven Carroll, P.E., CxA, LEED AP
Principal
Commissioning Group
GLUMAC

Seattle • Portland • Corvallis • Sacramento • San Francisco
Silicon Valley • Las Vegas • Los Angeles • Irvine • Shanghai

617 W. 7th St., Ste. 500
Los Angeles, CA 90017

T 213.239.8866
www.glumac.com

GLUMAC

Henry W. Coil Sr., & Alice Edna Coil School for the Arts Building and Parking Structure – LEED Commissioning Services

FEE PROPOSAL

RCCD COIL SCHOOL FOR THE ARTS & PARKING STRUCTURE

EXECUTIVE SUMMARY

Glumac understands the project is a two level building of approximately 36,000 square feet. The space will consist of a 450 seat concert hall, practice and choir rooms and a recording studio.

The project will be pursuing US Green Building Council (USGBC) Leadership in Energy and Environmental Design for New Construction (LEED-NC v3) certification and will be designed and constructed under the CALGreen code where Building Commissioning services are required. Glumac will act as the Commissioning Coordinator and ensure that the commissioning requirements are carried out and completed successfully.

The proposed scope of work below is based on the LEED Reference Guide, the Federal General Services Administration Model Commissioning Plan and Guide Specification (Version 2.05) and the ASHRAE document, *The HVAC Commissioning Process, ASHRAE Guideline 0-2005*, as well as Glumac Commissioning experience.

SCOPE OF SERVICES

Glumac will act as the Independent Third Party Commissioning Authority and will oversee and participate in the commissioning process to assist in ensuring that the building's mechanical and electrical systems are complete, fully functional and perform in accordance with the contract documents and design intent.

Pre-Construction Phase

The Owner's Project Requirements

The owner's project requirements (OPR) documents the functional requirements of a project and expectations of the building use and operation as it relates to systems being commissioned. The document describes the physical and functional building characteristics desired by the owner and establishes performance and acceptance criteria. The OPR is most effective when developed during pre-design and used to develop the Basis of Design (BOD) during the design process. The level of detail and complexity of the OPR will vary according to building use, type and systems. The Owner will document the owner's project requirements. The owner and the design team shall make updates to these documents during design and construction.

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- A. Glumac will facilitate this process and assist the owner in the development of the Owner's Project Requirements and ensure that the OPR satisfies the CALGreen Requirements.

The Basis of Design

The basis of design (BOD) describes the building systems to be commissioned and outlines design assumptions not indicated in the design documents. The design team develops the BOD to describe how the building systems design meets the Owner's Project Requirements (OPR), and why the systems were selected. The BOD is most effective when developed early in the project design and updated as necessary throughout the design process. The design team will document the basis of design for the Project.

- A. Glumac will provide guidance in the development and perform a review the BoD for clarity and completeness and ensure that the BOD satisfies the CALGreen Requirements.

The Commissioning Plan

The commissioning plan (Cx plan) establishes the commissioning process guideline for the project and commissioning team's level of effort by identifying the required Cx activities to ensure that the Owner's Project Requirements (OPR) and the Basis of Design (BOD) are met. The Cx Plan also includes a commissioning schedule from design to occupancy.

- A. Glumac will develop and utilize a commissioning plan that will be used throughout the commissioning process.

Commissioning Measures

Commissioning measures must be included in the project specifications to provide commissioning process requirements, roles, and responsibilities.

- A. Glumac will develop the commissioning measures or requirements to be included in the construction documents (plans and specifications).

Design Review Kickoff Meeting

A design review kickoff meeting is required per new Title 24 commissioning standards to provide the necessary communication between the commissioning reviewer and the project team.

- A. Glumac will facilitate this meeting between the commissioning reviewer, owner's representative, design engineer(s), and the project manager. Based on this project Glumac will plan to attend one (1) design phase meeting in person and two (2) meetings via teleconference.



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Construction Document Review

Construction document review is required per new Title 24 commissioning standards with a focus on building envelope, lighting, service hot water heating, and HVAC systems.

- A. Glumac will coordinate to perform construction document review in accordance with Title 24 requirements.

Title 24 Compliance Forms

Title 24 compliance forms are required for pre-construction phase tasks outlined above.

- A. Glumac will coordinate all compliance forms to be signed by the commissioning agent and/or commissioning reviewer.

Construction & Commissioning Phase

- A. Glumac will conduct a review of the contractor control submittal for compliance with the Owner's Project Requirements, Basis of Design, and construction documents.
- B. Glumac will verify that the installation and performance of energy consuming systems meet the owner's project requirements and basis of design.
- C. Glumac will conduct **Commissioning Meetings** with the entire team throughout the duration of the project to review progress to date, any commissioning issues, documentation and reporting. We will provide agendas prior and minutes after each meeting. Based on the current schedule we are anticipating (1) construction kick off meeting and twelve (12) progress meetings.
- D. Glumac will conduct regularly scheduled **Commissioning Site Observations** throughout the duration of the project. Construction progress and installation will be reviewed and a Site Observation Report submitted after each visit. Based on the current schedule we are anticipating twelve (12) site observation visits.
- E. Glumac will develop **Prefunctional Checklists** to ensure that individual components of a system are installed properly.
- F. Glumac will develop **Functional Testing Procedures** to be carried out by the contractors, witness and record the results. The Functional Test Results will be evaluated to ensure that the commissioned systems are functioning in accordance with the Owner's Project Requirements and the Basis of Design.

Post Construction Phase

- A. Glumac will complete a commissioning report that satisfies the CALGreen Requirements and will include at a minimum:
1. An Executive Summary with results of the Commissioning Process including observations, conclusions and any outstanding items.
 2. A Commissioning Issue Log identifying deficiencies discovered during the commissioning process, how they were resolved and any seasonal testing scheduled for a later date.
 3. System performance test results including the Prefunctional Checklists and Functional Test Results.
- B. The systems manual documents information focuses on the operation of the building systems. This document provides information needed to understand, operate, and maintain the equipment and systems and informs those not involved in the design and construction of the building systems. This document is in addition to the record construction drawings, documents, and the Operation & Maintenance (O&M) Manuals supplied by the contractor. The Systems Manual is assembled during the construction phase and available during the contractors' training of the facility staff.
1. Glumac will develop the Systems Manual that satisfies the CALGreen Requirements and will include at a minimum:
- a. Final Version of the OPR and BOD
 - b. Single Line Diagrams
 - c. As-Built Sequence of Operations and original set points
 - d. Operating instructions for integrated building systems
 - e. Recommended schedule of maintenance requirements
 - f. Recommended schedule of the Re-Commissioning of systems along with blank functional testing forms
 - g. Recommended schedule for testing and calibration of sensors.
- C. The systems operation training verifies that a training program is developed to provide training to the appropriate maintenance staff for each equipment type and/or system and that this training program is documented in the commissioning report. The systems operations training program is specified in the project specifications for the major systems listed. The System Manual, Operation and Maintenance (O&M) documentation, and record drawings are prepared and available to the maintenance staff prior to implementation of any training or the development of a written training program. The training program is to be administered when the appropriate maintenance staff is made available to receive training.
1. Glumac will review the operations training program developed by the contractors for accuracy and completeness and verify that the requirements for training operating personnel and tenant space occupants are completed and ensure that the training satisfies the CALGreen Requirements.
- D. Title 24 compliance forms are required for construction and post-construction phase tasks outlined above.



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1. Glumac will coordinate all compliance forms assigned to the commissioning agent and/or commissioning reviewer.

Commissioned Systems

The following is a list of proposed systems to be commissioned under this scope of work:

A. Heating, ventilation, and air conditioning (HVAC) systems;

1. Rooftop packaged Gas/AC Units
2. Exhaust Fans
3. Heating Hot Water System – Boilers, pumps, etc.
4. Mini-Split System Fan Coil Systems
5. Variable Frequency Drives
6. Terminal Units – VAV's Diffusers, etc.
7. Kitchen Exhaust Systems

B. Building Automation System;

C. Lighting Control Systems;

D. Domestic Hot Water Systems

1. Domestic Water Booster Pump
2. Hot Water Pump
3. Gas Water Heater

E. Irrigation Controls

COMMISSIONING ASSUMPTIONS

The following assumptions are made in the preparations of this proposal:

- A. The Owner/Architect will provide the design documents (drawings and specifications) for our work.
- B. The Owner/Architects will provide the contractors' submittal documents, test and balancing data, and other required documents.
- C. We include the use of digital photography with the Commissioning report in order to describe existing conditions and identify O&M requirements.
- D. We anticipate that the work will be performed during normal business hours.



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- E. All calibration and testing equipment including load banks, infrared cameras, specialty metering equipment, etc will be provided by the installing contractors.
- F. Commissioning services will be performed only on those systems identified above.



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PROFESSIONAL FEES

You will be invoiced monthly as a percentage complete against the following fixed fees:

PHASE	FEE
COMMISSIONING SERVICES	
CalGreen Commissioning	\$19,960
Total Fee	\$19,960.00

Nineteen Thousand Nine Hundred Sixty Dollars

~~REIMBURSABLE EXPENSES~~

SC OK 9/24/14

~~In addition to the above fee, you will be invoiced for reimbursable expenses plus a 10% reimbursable mark-up fee. Reimbursable expenses include air travel, mileage, rental car, lodging and per diem, CAD plots (at our blueprint service provider's rates), printing (at FedEx Office rates) and messenger service.~~

TERMS & CONDITIONS

The following Terms and Conditions will govern all services performed on behalf of Client and are hereby incorporated into the Commissioning Services Fee Proposal.

- 1. Commissioning Services.** Commissioning plans, specifications and reports represent Glumac, Inc.'s ("Glumac") judgment as a design professional with respect to the proper commissioning of equipment and components of the work. It is recognized, however, that Glumac does not have control over contractor's proper performance of the work, including but not limited to the contractor's means, methods, techniques, sequences and procedures of construction. Accordingly, Glumac cannot and does not warrant or represent that commissioned equipment and components of the work will not vary from the requirements of the contract documents or comply with applicable codes. Glumac does not perform any work of a contractor and its Commissioning Services are limited to design, plans, and oversight only. No withholding, deductions or offsets shall be made from Glumac's compensation for any reason unless Glumac has been found to be legally liable for such amounts. Payment of Glumac's fees shall be a condition precedent to bringing any action or suit against Glumac.
- 2. Operation and Maintenance.** Client acknowledges that the proper performance of equipment and components commissioned under this Agreement requires periodic and regular maintenance and testing. Client agrees to retain and train qualified personnel regarding the proper operation, maintenance and testing of equipment and components commissioned by Glumac. Client further agrees that, after commissioning, it will maintain the equipment and components commissioned by Glumac in accordance with manufacturer's instructions and industry practice.
- 3. Payment.** All fees and other charges will be billed to Client monthly and will be due and payable no later than 30 days after the date of invoice. Client will pay Glumac interest on past due amounts at the rate of 1.5 percent per month or the highest amount permitted by law, whichever is greater.

In addition to all other remedies, Glumac may withhold delivery of services, reports, plans, specifications, documents or other deliverables if Client fails to pay an invoice when due. Payment to Glumac will not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Client of project funds, offsetting reimbursements, or credits from other parties.

4. **Contingency Fund.** The Client and Glumac agree that changes may be required to the plans and specifications during the various phases of design, development, and construction, and therefore the cost of the project may exceed the estimated construction cost. The Client will set aside a reserve in the amount of 10% of the estimated construction cost as a contingency reserve to be used, as required, to pay for any such changes. The Client waives any claim against Glumac or Glumac's subconsultants with respect to any increased costs to the extent of the contingency reserve due to such changes or due to claims made by the construction contractors relating to such changes.
5. **Additional Services.** Any services not explicitly described as being performed by Glumac or its subconsultants are excluded. If agreed to in writing by Client and Glumac, Glumac will provide additional services. Client will pay Glumac for such additional services in accordance with Glumac's current fee schedule or as otherwise agreed by Client and Glumac in writing. These Terms and Conditions will apply to all additional services provided by Glumac. In the case of additional services added to the Engineering Fee Proposal, Glumac's liability shall be limited to the extent of the additional fee for the specific additional services added.
6. **Professional Standards.** Subject to all conditions set forth herein, Glumac will only be liable for breaching its obligation to perform its services to the level of competency maintained by other practicing engineering professionals in the same or similar community performing the same services at the same time as they were performed by Glumac. Glumac makes no warranties, either express or implied. Glumac does not guarantee the completion or quality of performance of contracts by the construction contractor or subcontractors, or other third parties, nor accepts responsibility for their acts, omissions or any safety precautions.
7. **Independent Contractor.** The relationship of Glumac to Client shall at all times be that of an independent contractor. Glumac shall not be liable for the acts of Client or its agents in performing Work.
8. **Document Ownership.** Glumac holds copyright for all tracings, calculations, and other original documents produced by Glumac and such documents shall be the property of Glumac, except when otherwise provided by law, governmental requirement, or by prior agreement, these documents become public property or the property of the Client. A limited license is granted to use the documents for the specific purposes and project covered by the Agreement. Reproduction of these documents either in hard copy or soft copy (including posting on the web) is prohibited without copyright permission. No right to create modifications or derivatives of Glumac documents is granted pursuant to this limited license. You may not remove any copyright or other proprietary notices contained in the documents and information. Any product, process or technology described in the documents may be the subject of other Intellectual Property rights reserved by Glumac. The drawings, specifications, and reproductions thereof are instruments of service to be used only for the specific project covered by the Agreement between the Client and Glumac. Glumac assumes no liability for misinterpretation, modification, or misuse by others of any instruments of service prepared by Glumac in accordance with its services.
9. **Electronic Documents.** If Glumac provides Client any design documents, including but not limited to plans and specifications, in electronic form ("Electronic Documents"), acceptance and use of the Electronic Documents by Client shall be at Client's sole risk and Client will: (a) Waive

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and covenant not to sue Glumac alleging any inaccuracy or defect in the Electronic Documents; (b) Agree that Glumac makes no representation with regard to the compatibility of the Electronic Documents with Client's software or hardware; and (c) to the fullest extent permitted by law, indemnify, hold harmless, reimburse and defend Glumac from, for and against any alleged claim, damage, liability, or cost, including but not limited to attorneys' fees, that may arise from Client's use of the Electronic Documents or any subsequent modification of the Electronic Documents by any person or entity.

10. **Schedule.** Glumac will perform its services with reasonable diligence consistent with sound professional practice as ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances. Client will require its other consultants and contractors to incorporate into their schedules reasonable periods of time for Glumac to perform its services and will require that they coordinate their services with Glumac's services. Client is aware that many factors outside Glumac's control may affect Glumac's ability to timely perform and complete its services and Client agrees that Glumac is not responsible for damages arising directly or indirectly from any delays, including but not limited to liquidated damages.
11. **Cost Estimates.** Any cost estimates provided by Glumac will be based on Glumac's professional experience and judgment. However, Client agrees that Glumac has no control over market conditions or bidding procedures and, as a result, Glumac does not warrant that bids or construction costs will not vary from Glumac's cost estimates.
12. **Construction Support.** If specifically included in the scope of Glumac's services, construction support services will be performed solely for the purpose of reviewing portions of the work for general conformance with the design concept set forth in the contract plans and specifications. These services are different from inspection or other quality-control services. The Client shall coordinate the contractor's involvement in any Glumac construction support services and shall provide Glumac all necessary contracts and documents to perform the same. Glumac will not provide any administration of the contract between the contractor and the Client. Glumac is not a contractor and does not provide the services of a contractor under any circumstances. Glumac will not supervise, direct or have control over any contractor's work, nor will Glumac have any responsibility for the means, methods, techniques, sequences or procedures of construction selected by the contractor, nor will Glumac be responsible for the contractor's safety precautions and programs in connection with the work, nor will Glumac be responsible for the contractor's failure to perform the work in accordance with the requirements of the contract documents or applicable building or structural codes, nor will Glumac be responsible for the acts or omissions of the Contractor or of any other persons or entities performing portions of the work, all of which are the sole responsibility of the contractor or its agents.
13. **Submittal Review.** Glumac will review and render appropriate services on shop drawings, product data, samples, and other submittals required by the contract documents. Such review shall be solely for general conformance with the design concept and the information shown on the contract documents. Glumac's review will not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, compliance with applicable building or structural codes, coordination of the work of other trades or construction safety precautions, all of which are the sole responsibility of the contractor. Glumac's review will be conducted with reasonable promptness while allowing sufficient time in Glumac's judgment to permit adequate review. Review of a specific item shall not indicate acceptance of an assembly of which the item is a part. Glumac will not review and will not be responsible for any deviations from the contract documents not clearly identified in writing on the submittal by the contractor, nor will Glumac be required to review partial submissions or those for which submissions for correlated items have not been received.



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14. **Property Release.** Client hereby irrevocably grants to Glumac, its employees, agents, licensees, independent contractors and assigns, permission to use, reuse, display, broadcast, perform, reproduce, distribute, transmit, reprint and commercialize, in any manner or media now known or later developed, photographs or artwork depicting property for which Glumac performs services ("Content") for any purpose (excluding defamation and pornography) which may include, among others, advertising, promotion, marketing and packaging for Glumac's products or services. Client agrees that the Content may be combined with other content, text and graphics and cropped, altered or modified.
15. **Copyright License.** Client hereby irrevocably grants to Glumac, its employees, agents, licensees, independent contractors and assigns the perpetual, assignable, royalty-free, worldwide right and license to use any photograph depicting property for which Glumac performs services ("Content"), in whole or in part, including the rights to reproduce, sublicense, transfer, publish, distribute, publicly display, broadcast, download, transmit, modify and prepare derivative works, in any manner or media now known or later developed, for the marketing and sale of Glumac products or services and for any other business purpose or activity relating to Glumac. Client waives any right to inspect or approve Glumac's use of the Content, including written copy that may be created in connection therewith.
16. **Termination for Convenience.** Either Glumac or Client may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days' prior written notice. Client will pay Glumac for all services rendered and all costs incurred up to the date of termination, along with all other reasonable termination costs, including but not limited to expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Glumac's anticipated profit on the value of the services not performed by Glumac. If no notice of termination is given, Glumac's obligations created by this Agreement will be terminated upon completion of the services.
17. **Notice of Deficiencies.** Client shall provide prompt written notice within thirty (30) days of when Client becomes aware or should have reasonably been aware of any fault or defect in the project, including errors, omissions or inconsistencies in the services and work product provided by Glumac.
18. **Additional Insured.** For both "Ongoing Operations" coverage and "Products/Completed Operation" coverage for up to a period of 10 years after project completion, Client will cause all of its general liability and excess insurers to name Glumac as an additional insured and Client will require its consultants, contractors and subcontractors performing services or work to name Glumac as an additional insured on their general liability and umbrella/excess insurance policies and provide evidence of compliance in the form of a certificate, endorsement, or other means upon request.
19. **Waiver of Subrogation.** Client and Glumac waive all rights against each other for damages or loss to the extent covered by any available insurance. Client will require all of Client's insurers to waive subrogation against Glumac and Client will contractually require all of its contractors, consultants, and agents of any tier to have their respective insurers waive subrogation against Glumac.
20. **Indemnity.** Subject to all provisions of this Agreement and to the fullest extent permitted by law, Client shall indemnify, hold harmless, reimburse and defend (with counsel of Glumac's choice) Glumac, its employees, officers, directors and agents from, for and against all actual or alleged claims, losses, damages, costs and expenses arising from or related to the work, the Project, or this Agreement (with the sole exception that Client will have no duty to indemnify Glumac from claims or losses to the extent those claims or losses are caused by the fault or negligence of

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Glumac or its employees as adjudicated by a court of competent jurisdiction). Under no circumstances shall Glumac be liable for any actual or alleged claims, losses, damages, costs and expenses arising from or related to the work, fault, or negligence of its subconsultants.

21. **Modifications.** No change, modification, or amendment to this Agreement will be valid unless agreed to by both of the parties hereto in writing.
22. **Successors and Assigns.** This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties partners, successors, executors, administrators and assigns.
23. **Severability.** In the event any clause or portion thereof in this Agreement is deemed invalid or unenforceable by a court or arbitrator of competent jurisdiction, then that clause or portion thereof will be treated as if it were omitted at the time of execution, and the remaining terms of this Agreement shall survive and be enforceable.
24. **Arbitration.** Client agrees that any claim, damage, or dispute arising out of these Terms and Conditions or any services performed by Glumac will be resolved by binding and confidential arbitration before a single arbitrator in the place where the project is located. The parties shall mutually select the arbitrator and the rules applicable to the arbitration process. Unless the parties mutually agree otherwise, the arbitration shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. As a condition precedent to serving a demand for arbitration, Client agrees that it will obtain a written certificate executed by an independent design professional with similar experience on similar projects and licensed in the jurisdiction in which the project is located certifying that Glumac failed to meet the applicable standard of care. Client will provide Glumac with a copy of the certificate and all written analysis supporting the certificate's findings at least 30 days before serving a demand for arbitration. Client and Glumac agree that any party hereto shall commence all claims and causes of action within the period specified by applicable law but in any case not more than ten (10) years after the date of substantial completion of the project. Client and Glumac waive all claims and causes of action not commenced or noticed in accordance with the time periods in this section.
25. **Governing Law:** The laws of the State that the project is constructed will govern the validity of this Agreement, its interpretation and performance. Any dispute arising in any way from this Agreement shall be subject to the jurisdiction of the courts of that State.
26. **Client's Terms.** Any terms and conditions set forth or referenced in Client's purchase order, requisition, or other notice of authorization to proceed are inapplicable to the services provided under this proposal or any related agreement, except when specifically accepted or confirmed in writing and signed by Glumac.
27. **No Third Party Beneficiaries.** Glumac's responsibilities under this Agreement run only to Client. Glumac's responsibilities do not extend to any third party including, without limitation, the successors and assigns of Client, any Client's Association or any individual unit owner associated with Client. To the fullest extent permitted by law, no party has any third-party beneficiary or other rights arising from or related to the services provided by Glumac.
28. **Limitation of Liability.** Client agrees that, in recognition of the relative risks and benefits of the project, Glumac's aggregate joint, several and individual liability, whether for breach of contract, breach of warranty, negligence, professional malpractice, strict liability or otherwise will be limited to an amount no greater than \$1 million or Glumac's fee, whichever amount is lesser. This provision will survive the termination or expiration of this Agreement.

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29. **Limitation of Remedy.** Client covenants that it will not, under any circumstances, bring a lawsuit, arbitration demand, or claim of any kind against Glumac's individual employees, officers, directors, or agents and that Client's sole remedy will be against Glumac, Inc.
30. **Waiver of Consequential Damages.** Neither Glumac nor any of its officers, directors, employees or agents will be liable for any indirect, punitive, consequential, liquidated, or exemplary damages of any nature, including but not limited to fines, penalties or lost profits, whether said claim is based upon contract, warranty, tort (including negligence and strict liability) indemnity or any other theory of law, and the Client expressly waives all rights and remedies with respect to the same.
31. **Entire Agreement.** This Agreement contains all terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist, or bind any of the parties hereto.

This proposal shall be valid for a period of ninety (90) days from the date of proposal submittal.

Upon authorization, we will proceed with the scope of work detailed above unless notified of any changes in writing. Please endorse and return one copy of this proposal.

For **Riverside Community
College District**

For **GLUMAC**



Bart Doering
Facilities Development Director

Steven Carroll, P.E., CxA, LEED AP
Principal

Date

September 12, 2014
Date

STANDARD HOURLY RATES

CLASSIFICATION	RATE/HR.	CLASSIFICATION	RATE/HR.
COMMISSIONING		SUSTAINABILITY CONSULTING	
Commissioning Authority	\$180	Integrated Design / LEED Consulting	\$100 - \$170
Commissioning Agent	\$150	Energy Analysis	\$110 - \$160
Commissioning Technician	\$125	CFD Analysis	\$120 - \$200
Commissioning Coordinator	\$100	Lighting Design	\$110 - \$160
		Technology Integration Design	\$130 - \$180
ENGINEERING DESIGN		PROJECT ADMINISTRATION	
Principal	\$225	Project Coordinator	\$100
Associate Principal	\$205	Project Administrator	\$80
Project Manager	\$160 - \$200	Project Assistant	\$70
Project Engineer	\$140 - \$190	Construction Manager	\$130 - 190
Project Designer	\$100 - \$160		
BIM	\$105 - \$165		
CAD	\$75 - \$105		

REIMBURSABLE EXPENSES

Drawing Plots & Prints (Color/Bond)	At cost (prevailing printer rates)
Travel, Lodging, Transportation	At cost
Printing, Reproduction, Photography	At cost
Mileage	At prevailing IRS Rate/Mile
Reimbursable Mark-up Fee (on all expenses)	10%

Effective January 2013

Agenda Item (VI-A)

Meeting	10/7/2014 - Committee
Agenda Item	Closed Session (VI-A)
Subject	Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal/Release: One position
College/District	District
Funding	n/a
Recommended Action	To be Determined

Background Narrative:

None.

Prepared By: Michael Burke, Ph.D., Chancellor
Kathy Tizcareno, Administrative Assistant

Attachments:

Agenda Item (VI-B)

Meeting	10/7/2014 - Committee
Agenda Item	Closed Session (VI-B)
Subject	Conference with Legal Counsel - Anticipated Litigation - Significant Exposure to Litigation pursuant to Paragraph (2) of Subdivision (d) of Government Code Section 54956.9: One Potential Case
College/District	District
Funding	n/a
Recommended Action	To be Determined

Background Narrative:

None.

Prepared By: Michael Burke, Ph.D., Chancellor

Attachments:

Agenda Item (VI-C)

Meeting	10/7/2014 - Committee
Agenda Item	Closed Session (VI-C)
Subject	Conference with Labor Negotiators - District-Designated Representatives: Chancellor Michael Burke and Brad Neufeld, Unrepresented Employee: Assistant to the Chancellor for Personnel Matters.
College/District	District
Funding	n/a
Recommended Action	To be Determined

Background Narrative:

None.

Prepared By: Michael Burke, Ph.D., Chancellor

Attachments: