

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
TEACHING AND LEARNING COMMITTEE
November 3, 2009 –6:15 p.m.
(or immediately following the conclusion of the Governance Board Committee Meeting)
Student Services 101, Moreno Valley Campus

Committee Members:

Chair: Jose Medina, Member, Board of Trustees
Vice Chair: Janet Green, Vice President, Board of Trustees
Staff Member: Ray Maghroori, Vice Chancellor, Academic Affairs
Academic Senate: Travis Gibbs/Sal Soto (Moreno Valley)
Dina Humble (Norco)
Richard Davin (Riverside)
ASRCCD: Maxine Nanthavong/Marilynn Zaragoza
CTA: Chris Rocco (Moreno Valley)
Michael Cluff (Norco)
Patricia Avila (Riverside)
CSEA: Gustavo Segura (Moreno Valley)
Jonell Guzman (Moreno Valley)

AGENDA

VI. Board Committee Reports

A. Teaching and Learning

1. Workforce Investment Act Training Courses
- The committee to review the contract with Riverside County Economic Development Agency to provide Workforce Investment Act Training Courses.
2. Sabbatical Leave Report
- The committee to review a sabbatical leave report.
3. Comments from the public.

Adjourn

Prepared by: Sheila McDonald
Executive Administrative Assistant, Academic Affairs

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: VI-A-1

Date: November 17, 2009

Subject: Workforce Investment Act Training Courses

Background: Presented for the Board's review and consideration is a Community College Training Program contract between Riverside Community College District and the Riverside County Economic Development Agency (EDA) on behalf of Riverside County Workforce Development Board (WDB). The program will provide employment training to Workforce Investment Act (WIA) eligible participants. Funding is made available through the American Recovery and Reinvestment Act (ARRA) of 2009 and will allow participants to attend one of nine training courses held throughout the District. Training courses will include topics such as Employability Skills, Water Distribution Certification, Print Reading for Industry, Photovoltaic (PV) Installer, Emergency Medical Technician (EMT), Human Services Case Manager, English for the Workplace, Weatherization, and Welding Certification. The agreement will provide these services for a total of 870 WIA eligible participants. The purpose is to provide participants with marketable work skills to assist the County's recovery efforts. Total payment under this agreement shall not exceed \$2,393,800.00, for the period July 1, 2009 through June 30, 2011. Funding source: Riverside County Economic Development Agency.

Recommended Action: It is recommended that the Board of Trustees ratify the contract with the Riverside County Economic Development Agency, to provide employment training for the time frame of July 1, 2009 through June 30, 2010, in the amount of \$2,393,800.00, and authorize James Buysse, Vice Chancellor, Administration and Finance, to sign the contract.

Gregory Gray
Chancellor

Prepared by: Shelagh Camak
Executive Dean, Workforce Development and Student Success
Michael Wright
Director, Workforce Preparation Grants and Contracts



WIA/ARRA TITLE I
WIA/ARRA COMMUNITY COLLEGE CLASS SIZE
TRAINING
PROGRAM YEARS 2009/2011

Catalog of Federal Domestic Assistance (CFDA) # 17.258 and 17.260
Department of Labor - Employment and Training Administration
State of California - Employment Development Department
WIA/ARRA Adult and Dislocated Worker Activities

Contractor:	Riverside Community College District
Agreement Amount:	\$2,393,800
WIA/ARRA Agreement Type:	Cost Reimbursement
WIA/ARRA Agreement Number:	2009/2011-179-201-501

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RECITALS PAGE

This Agreement is made and entered into by and between the County of Riverside Economic Development Agency (EDA), hereinafter referred to as the "County," and the Riverside Community College District, hereinafter referred to as the "Contractor."

WITNESSETH

WHEREAS, the County has entered into a grant agreement with the State of California pursuant to the Workforce Investment Act of 1998 (WIA), and the American Recovery and Reinvestment Act of 2009 (ARRA); and

WHEREAS, EDA and the Riverside County Workforce Investment Board (WIB) cooperate with private organizations, labor organizations, other agencies of the County, Community-Based Organizations (CBO's) and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility; and

WHEREAS, the project, which is the subject of this Agreement, has been established by the County as one of the above-described programs and has been approved by the WIB and the Riverside County Board of Supervisors, and

WHEREAS, the EDA and the WIB are committed to increasing the availability of training to workforce system customers by contracting with institutions of higher education, such as community colleges or other eligible training providers to provide training in high-demand occupations,

NOW, THEREFORE, the County and the Contractor, agree as follows:

Article I. TERMS AND CONDITIONS

Section 1.01 Term of Agreement

The term of this Agreement shall commence on July 1, 2009, and end on June 30, 2011. The Agreement shall expire at midnight on the last day of the agreement term and cannot be renewed.

Section 1.02 Service of Notices

Formal notices, correspondence and communications to be given hereunder by either party shall be made in writing and shall be deemed communicated as of the date of postmark. The representatives of the respective parties are authorized to administer this Agreement and are the persons to whom formal notices, correspondence and communications shall be given.

If to County:

Economic Development Agency (EDA)
1151 Spruce Street
Riverside, California 92507
Attention: Felicia Flournoy,
Director of Workforce Development
(951)955-3100 Office
(951)955-3131 Fax

If to Contractor:

Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506
Attention: James L. Buisse
Vice Chancellor of Administration and Finance
(951) 222-8600 Office
(951) 222-8544 Fax

If the name of the person designated to receive the notices, correspondence or communications, or the address of such person is changed, written notice shall be given within five working days of said change.

Article II. SCOPE OF WORK (SOW)

Section 2.01 Description of Services to be Provided

Contractor's commitment and County's concurrence of how the elements relating to the provision of WIA/ARRA Services are to be implemented and administered is included as part of this Agreement as EXHIBIT 1,

Article III. COMPENSATION

Section 3.01 Contractor's Compensation

(a) Program Year Compensation

The County shall pay the Contractor an amount not to exceed \$2,393,800, for complete and satisfactory performance of the terms of this Agreement for the period of November 1, 2009, through June 30, 2011, and subject to the provisions outlined in this Agreement and all exhibits. In no event shall the total compensation for the periods specified herein exceed the compensation set forth above, except by an amendment to this Agreement. County has agreed to reimburse Contractor for all costs associated with direct support of this Agreement, based on the cost reimbursement budget submitted by Contractor and attached to this Agreement as EXHIBIT 2. If there are any unexpended (undocumented) funds, these amounts will revert to the County in accordance with regulatory close out procedures. The Contractor may exceed any line item up to 20% as long as the adjustment does not result in exceeding the total contract amount. The Contractor must notify the County of the line item change when submitting an invoice for payment along with a revised budget that indicates the amount of the adjustment, and to what budget line item the amount should be taken from and allocated to.

(b) Reimbursement for Mileage and Traveling Expenses

The Contractor may only seek reimbursement for mileage and traveling expenses that are directly related to the performance of services related to this Agreement. Reimbursement for mileage travel expense claims will be made according to the Contractor's standard policy for mileage and traveling expense unless the County's policy is more stringent and will result in cost savings under this Agreement. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County.

(c) Budget Modifications

Line item adjustments exceeding 20% increase requires the County's written prior approval. The Contractor must submit a written request along with a budget modification plan that details how the budget change will enhance the service delivery or improve performance outcomes of the program. Additionally, the Contractor must submit a revised budget, that indicates the amount of the adjustment, and to what budget line item(s) the amount should be taken from and allocated to. The County may approve or deny the modification based on the how the budget modification will impact the program.

(d) Invoicing and Documentation

The Contractor shall invoice the County on or before the tenth calendar day of each month, for all contract costs incurred during the previous month. If the tenth day of the month falls on a weekend then the invoice is due the Friday before the tenth. Contractor shall attach required documentation, as outlined in Exhibit 1 of this Agreement.

Contractor shall maintain all documentation for claimed expenditures and shall make such documentation available to any monitoring entities. Contractor understands that this requirement is a condition for reimbursement. Payment shall be made within 45 days from the receipt of a completed invoice, and any documentation, or as requested by the County.

(e) Program Income and Interest Income

The Contractor shall use the addition method described at 29 CFR 95.24 (non-government grantees) or 29 CFR 97.25(g) (2) (governmental grantees) to track all program or interest income generated under this Agreement. The cost of generating program income will be subtracted from the amount earned to establish the net amount of program income available for use under this Agreement. Contractors shall maintain records sufficient to determine the amount of program income received and the purpose for which such income is expended.

Federal regulations (CFR 29 97.21(i) require the Contractor remit to the federal funding agency (County) an interest earned on advanced funds except that Contractor may retain up to \$100 annually for administrative expense. The County requires that these amounts be remitted monthly in order to comply with Federal requirements. Contractors must have adequate cash management policies and systems that will insure proper accounting of such interest income per this Agreement.

(f) Notice of Questioned and Disallowed Costs

When a Monitoring or Financial Audit determines that the Contractor has received/earned funds which are questioned under the criteria set forth in the Agreement, the Contractor shall be notified and given 60 days to justify the questioned costs prior to the County's final determination of disallowed costs. The resolution shall be executed in accordance with Riverside County Economic Development Agency Policy and Procedures on Audit Resolution, a copy can be downloaded at www.rivcojobs.com.

Article IV. REPORTING AND FILE RECORDS

Section 4.01 Reporting Requirements

- (a) General and Fiscal Reporting – The Contractor will comply with controls, record keeping and accounting procedure requirements of WIA/ARRA, federal and state regulations and directives to ensure the proper disbursement of, and accounting for, program funds paid under this Agreement. At such times and in such form as the County may require there shall be statements, records, reports, data and information pertaining to this Agreement submitted to County. The Contractor shall notify the County in writing of any actions to stop the receipt of or transfer of funds provided under this Agreement.

“The Contractor is required to comply with the reporting requirement in Section 1512 of the American Recovery and Reinvestment Act of the 2009 (ARRA). Any subrecipient of the Workforce Investment Act (WIA) ARRA funds must begin reporting with the quarter ending September 2009, if the Agreement is in place...” (Employment Development

Department Directive # WSDD-26). The County is requiring contractors to submit the 1512 report on a monthly basis to be included in the Universal Invoice submission.

The County has created a 1512 Form that will capture all ARRA newly created and funded full-time equivalent positions as result of this Agreement. The information captured on this report will be reported to the Employment Development Department, Workforce Services Branch.

- (b) Final Invoice - Within 45 calendar days following the termination of this Agreement, the Contractor shall report and submit to the County (on forms provided by the County) all final claims for funds under this Agreement. In the event the Contractor does not submit a final claim within the prescribed time limits, the County reserves the right to unilaterally prepare and finalize the financial report, using the latest paid invoices and MIS documents on file at the County. The Contractor shall return all unearned and excess payments paid to the Contractor to the County within 30 calendar days following the receipt of the formal written request.
- (c) Contract Closeout - All subrecipients will submit a closeout package within 45 days of the contract termination whether or not any line item within the contract is fully spent and that term has ended. All subrecipients will submit the property inventory log and any reimbursements due to EDA with the Closeout Package. Closeout documents will be provided by EDA staff and are to be completed and mailed to:

Attention: Planning Unit
Workforce Development Centers of Riverside County
1151 Spruce Street
Riverside, CA 92507

Section 4.02 Maintenance of Records and Participant Files

- (a) Participant Records in their original form shall be provided at the request of the County during any monitoring or audit
- (b) Contractor files for each participant with respect to all matters covered by this Agreement shall be maintained for a period of at least four years after termination of this Agreement and until any other pending matters are completed.
- (c) The County, State of California, and the U.S. Department of Labor shall be given access to and rights to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this Agreement.

Section 4.03 Confidential Information

The Family Educational Rights and Privacy Act of 1974 and related state law and regulations require the proper handling of individually identifiable records. All state and county information is confidential when it identifies an individual or an employing unit. Confidential information requires special precautions such as, but not limited to, locked files, computer passwords, and assigned staff access, to protect it from loss, unauthorized use, access, disclosure, modification and destruction.

Contractor must secure signed consent for the use of any photo or image of any participant used in advertisements, brochures, pamphlets, videos, or any media form where the individual or his/her likeness can be identified. NOTE: The consent for minor youth must be signed by the youth's parent or guardian and must stipulate the terms and conditions of how the photo/image will be used.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees or collaborative partners, only on a "need-to-know" basis. Contractor shall provide written instruction to all employees, staff and collaborative partners, regarding these requirements.

The full execution of this Agreement by the authorized person(s) constitutes each party's commitment to uphold these confidentiality requirements.

Article V. DUTIES AND RIGHTS OF CONTRACTOR

Section 5.01 Independent Contractor

The parties agree that the performance of the Contractor's services hereunder shall be in the capacity of an independent Contractor, and that no employees of the Contractor are, or shall be, employees of the County by virtue of this Agreement.

Section 5.02 Assurances and Certifications

The Contractor agrees to comply with the provisions of the Affirmative Action Compliance Program of the County of Riverside (known as the Riverside County Minority/Women Business Enterprise [M/WBE] Policy) and rules and regulations adopted pursuant thereto, Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, California Public Contracts Code 2000, and other applicable federal, state and county laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereinafter enacted. Information on these rules and regulations may be obtained from the website resource listed on EXHIBIT 3.

Section 5.03 Purchase of Fixed Assets, Equipment or Property

Purchase of Fixed Assets, equipment, or property using funds provided by cost-reimbursement agreements requires prior approval of the County. Any property, equipment or assets furnished to the Contractor by the County and/or purchased by the Contractor with funds from cost-reimbursement agreements shall be limited to use under this Agreement, and shall remain the property of the County. In the event of Agreement termination, all property and equipment (finished or unfinished), or unused supplies purchased by the Contractor under this Agreement shall be immediately returned to the County or disposed of in accordance with County policy (Number 16-02, Property Management: Acquisition, Receipt, Inventory, Storage and Disposition Policy) and/or direction from the County.

Section 5.04 Sub-contracts, Sub-agreements and Memorandums of Understanding

Unless otherwise allowed, the Contractor, under this Agreement, shall document such services with an executed formal agreement, either financial or non-financial. Copies of all executed Sub-contracts/sub-agreements/Memorandums of Understanding (MOU) must be forwarded to the County within ten working days after their execution. Additionally, the Contractor

acknowledges the requirements and agrees to furnish such documents as a condition to receiving payment for contracted line-item services. NOTE: If any modifications or updates are made to the original Sub-contract, sub-agreement or MOU, the Contractor is also required to submit copies of the updated versions to the County within 5 working days following execution. No payments will be made to any subcontractor without an executed contract/sub-agreement/MOU.

Section 5.05 WIA/ARRA Fund Restrictions

The Contractor shall assure that funds provided by this Agreement must be used exclusively for activities that are authorized under this WIA/ARRA program. Co-mingling and/or diverting of funds to support the activities of other programs are not authorized. Documentation supporting expenditures will be kept on file at the Contractor's office and made available during normal business hours at all times for audit and monitoring purposes.

Section 5.06 Fraud and Abuse

The Contractor shall establish and implement appropriate internal management procedures to prevent fraud, abuse and criminal activity. Further, the Contractor shall establish a reporting process to ensure that the County is notified immediately of any allegation of WIA/ARRA-related fraud, abuse or criminal activity or any suspected or proven fraud, abuse or criminal acts committed by staff or participants.

If the allegation is of any emergency and/or fiscal nature, it shall be reported to the County's Planning and Operations Unit at (951) 955-3100, and immediately thereafter, a written report shall be submitted. Proof of such report will be maintained in the Contractor's file.

Complaints of a non-criminal nature are handled under the procedures set forth in §667.505 of Part 667, Subpart F of the Final Rule for the WIA/ARRA.

Section 5.07 Failure to Perform

- a) The Contractor assumes full responsibility for performance of this Agreement and Sub-agreements executed pursuant to or funded by this Agreement, and hereby agree to indemnify the County for failure, non-performance or default of any of its Sub-Contractors. Further, the Contractor assumes full liability and agrees to reimburse the County for the Contractor or any of the Sub-Contractors non-compliance with any term, prohibition or condition of the regulations governing this Agreement. The Contractor also agrees the County or its designated agent has full recourse to the Contractor for the failure to perform all or any part of this agreement.
- b) To insure the effective use of WIA/ARRA funds, the Contractor's expenditures and performance pursuant to Exhibits 1 and 2, will be reviewed monthly by the County to determine if goals are being met and whether budgeted funds will be fully earned within the term of this Agreement. Based on the monthly expenditures, the County shall determine if at least 60% of the Agreement amount will be spent by December 31, 2010. In the event that the Contractor will not meet this expenditure requirement, the County reserves the right to rescind an amount up to the balance of the unexpended funds.

Article VI. DUTIES AND POWERS OF THE COUNTY

Section 6.01 Performance Monitoring

To ensure compliance with the provisions of WIA/ARRA Sections 117(d) (4), including the regulations under Sections 183 and 184 (a) (4), there will be at least one program and one fiscal monitoring conducted by the County annually. This review will determine if performance standards are being met.

Compliance monitoring determines compliance with this Agreement, which ensures that the program is in compliance with laws and regulations governing the use of WIA/ARRA funds. Financial monitoring is a component of compliance monitoring and will be conducted to analyze, evaluate, and determine compliance with government financial systems, expenditure rate and cost guidelines.

Remedies for Contractor's non-response may include any action up to and including termination as described in Articles VII and VIII of this Agreement. The monitoring process will follow those outlined in the EDA's Program Monitoring Policy as referenced in Exhibit 3.

Section 6.02 Availability of Funds

Funding of this Agreement is subject to continuing availability of WIA/ARRA funds provided to the County during the Agreement period. The County will inform the Contractor, immediately upon notice from the State or the Department of Labor (DOL), of any limitation of funds availability. Payments under this Agreement may be withheld, suspended or terminated if WIA/ARRA funds to the County are suspended or terminated. In the event of such suspension or termination of funding, any amount which is properly earned or expended by the Contractor as a result of the performance or expenditures under, and in accordance with, this Agreement said amounts shall be paid to the Contractor in accordance with the provisions of the Agreement. Both parties understand that the County makes no commitment to fund this project beyond the term of this Agreement.

Section 6.03 Withholding/Remittance of Funds

- (a) The County has the authority to withhold funds under this Agreement, pending a final determination by the County, of questioned earnings and/or expenditures or indebtedness of the County arising from past or present agreements between the County and the Contractor.
- (b) At the expiration of this Agreement or upon termination prior to the expiration, funds not expended for the purpose of this Agreement shall be immediately remitted to the County in accordance with the County close-out procedures referenced in Article IV, Section 4.01(c).

Section 6.04 Federal Debt Collection

When a debt is established as a result of an audit, a monitoring finding, an investigation or other means, appropriate action will be taken by the County to collect the debt from the Contractor, pursuant to the EDA Debt Collection Procedures, Policy Number 10-02. Such repayment will be from non-federal sources.

Article VII. TERMINATION AND OTHER REMEDIES

Section 7.01 Termination for Cause with Cure Period

In the event of a material Agreement breach, by either party, the other party may terminate this Agreement by giving the breaching party at least 30 days prior written notice setting forth the actions necessary to cure the breach. Termination for a material breach shall be effective on the date specified in the notice, except that if the breaching party cures the breach to the reasonable satisfaction of the other party during the 30-day notice period, this Agreement shall not terminate. The notice period may be extended in writing at the discretion of the non-breaching party.

Notwithstanding the procedures governing the termination of this Agreement for cause with cure period outlined above, failure, on the part of the Contractor, to comply with the provisions of the Agreement or with the Act or regulations when such failure involves fraud or misappropriation of funds, may result in the immediate termination and withholding of funds from the County.

Section 7.02 Request for Waivers and Waiver of Breach

Waivers of any provisions of this Agreement must be in writing and signed by the appropriate authorities of the County.

No waiver by the County or breach of any provision of these terms and conditions shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach of the same provision.

Section 7.03 Termination without Cause

The parties hereby agree that, at any time during the term of this Agreement, either party may terminate this Agreement, by giving the other party at least 45 calendar days written notice prior to the effective date of such termination.

Section 7.04 Obligations upon Termination

- (a) All property purchased, documents, data, studies, reports and records prepared by the Contractor under this Agreement, and any property transferred from previous programs, shall be disposed of according to County directives.
- (b) Upon completion of documentation on termination of this Agreement, the County shall determine the total amount of funds earned by the Contractor in the satisfactory performance of this Agreement.
- (c) In the event the Contractor ceases to do business, copies of all records relating to the project(s) or activities that are the subject of this Agreement shall be furnished to the County at the Contractor's expense.
- (d) At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to Contractor but not used for the purposes of this Agreement shall revert to the County. Within 30 days following expiration or termination, Contractor is obligated to provide an accounting for the period of time that Contractor

was providing services up to and including expiration date. County shall calculate funds due and submit a request to Contractor for repayment. Repayment is required to be paid within 30 days of request.

Section 7.05 Business Interruption

In the event that a substantial portion of Contractor's operations are interrupted by war, fire, insurrection, labor problems, the elements, earthquakes or any other cause beyond Contractor's control, Contractor's obligations under this Agreement shall be suspended for the duration of the interruption.

If a substantial portion of the services, which Contractor has agreed to provide hereunder, is interrupted for more than 30 days, County may terminate this Agreement upon ten days prior written notice to Contractor. Section 7.04, Obligations upon Termination, of this Agreement shall apply under these circumstances.

Section 7.06 Other Remedies Reserved by the County

(a) Notice to Correct Performance and Notice of Probation

- 1) The County may place the Contractor on probation with notice to correct for failure to fully comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.
- 2) Said notice shall set forth the period of probation, the reason for the notice and the specific conditions of non-compliance.
- 3) Within ten working days, the Contractor shall reply in writing, setting forth a corrective action plan that describes actions that will be undertaken in resolving the reasons for probation. Such plans are subject to County approval. Progress reports will be submitted to the County every 30 calendar days thereafter until the reasons for probation are resolved.

(b) Suspension

- 1) The County may determine that suspension of all or part of the project operations of Contractor for failure to fully comply with the terms and conditions of this Agreement may be warranted. By giving written notification of suspension and a notice to correct, Contractor agrees to abide by the terms of the notice and respond as directed. Said notice shall be effective upon receipt.
- 2) Said notice shall set forth the specific conditions of non-compliance, the period provided for corrective actions and any other requirements of performance to remedy deficiencies.
- 3) Within ten working days, the Contractor shall reply in writing, setting forth the corrective actions that will be undertaken in resolving the reasons for suspension. Corrective actions are subject to County approval. Progress reports will be submitted to County every 30 calendar days thereafter until the reasons for suspension are resolved.

Article VIII. DISPUTE RESOLUTION

Section 8.01 Dispute Resolution

Controversies or disputes between Contractor and County shall be resolved, to the extent possible, by informal meetings or discussions between appropriate representatives of the parties.

Section 8.02 Arbitration

Contractor and County agree that in the event of any controversy or dispute against County arising under this Agreement, whether involving a claim in tort, contract, or otherwise and including disputes which are not adequately resolved by the County's dispute and appeals process, said claims shall be submitted to non-binding arbitration. If the matter under dispute is one that is subject to review under any County dispute resolution procedures, arbitration may not be initiated until completion of such procedures. All such claims, controversies and disputes shall be submitted to non-binding arbitration in accordance with application rules of the American Arbitration Association. Said arbitration shall take place in Riverside, California.

Section 8.03 Dispute Resolution Costs

Each party shall be responsible for its own legal fees and other expenses incident to the preparation of its case. However, County and Contractor are prohibited from using any WIA/ARRA funds for the purpose of instituting legal proceedings or legal disputes against the other party, the state, DOL or any other entity who has received funding under the Act.

Article IX. GENERAL PROVISIONS

Section 9.01 Amendment to Agreement

This Agreement is subject to amendment, as necessary, in accordance with requirements contained in any future federal or state legislation, regulations, or policy. Either party may request an amendment or modification to this Agreement. Amendments must be in writing and properly executed by both parties. The County may not honor Agreement modifications if such request represents expenses or obligations incurred prior to the Contractor receiving written approval of the modification and/or funding from the County.

Section 9.02 Auditing and Monitoring

The U.S. Inspector General, the Secretary of Labor, the State of California and the County reserve the right to conduct a compliance audit or monitoring of the Contractor's program at any time during normal business hours. If deficiencies are found and the Contractor fails to correct reported deficiencies the County shall retain the option to exercise any remedies as outlined in Article VIII of this Agreement.

- (1) The County reserves the right to monitor and visit, announced or unannounced, the Contractor's program, including visits to all locations, offices and training sites at any time during normal business hours. The monitoring shall be conducted in accordance with the EDA Program Monitoring Guide, WIA/ARRA and regulations.

- (2) The Contractor shall establish such internal fiscal controls and accounting procedures as required by WIA/ARRA and state and federal or local regulations or as may be deemed necessary to assure proper disbursement of, and accounting for, funds paid to the Contractor under the WIA/ARRA, its legislative requirements and governing regulations.
- (3) The County, the U.S. Department of Labor, the Office of the Inspector General and the State of California, shall have the right to monitor and/or evaluate all conditions and activities in the Agreement, and to investigate/audit all records, books, papers or documents related to the conduct of programs funded by the County.
- (4) The Contractor shall maintain and make available to the auditors/monitors adequate records and documents cooperate with all auditors/monitors, comply with federal, state and local laws and regulations as they related to the utilization of funds or operation of the WIA/ARRA program.
- (5) The County will be notified by the auditors/monitors performing audits of any incidents of fraud, misuse of funds, abuse or other criminal activity in relation to this Agreement, the Act or regulations.
- (6) The Contractor agrees to retain all records pertaining to all grants and agreements under the WIA/ARRA program for a period of four years after termination of this Agreement. If, at the end of four years, there is an ongoing litigation or an audit involving those records, the Contractor shall retain the Records until the resolution of such litigation or audit is completed.
- (7) The non-profit Contractor shall be responsible for the procurement of an audit under the provisions of Office of Management and Budget (OMB) Circular A-133. These requirements are found at 29 CFR 97.26 for governmental organizations and at 29 CFR 95.26 for institutions of higher education, hospitals, and other non-profit organizations.

The commercial Contractor who receives WIA/ARRA funds and expends more than the minimum level (\$500,000) specified in OMB Circular A-133 in federal funds must have either an organization-wide audit conducted in accordance with Section 184 of the WIA/ARRA, Title 20 CFR Section 667.200, Title 29 CFR Part 95 or 97 (as applicable), and Title 31 USC Chapter 75.

Any audits with findings will require submission of finding resolution.

Further, the Contractor acknowledges that County may not contract with any organization that is not in compliance with these requirements, and/or the County may withhold payment to the Contractor if the Contractor fails to comply with the request.

Section 9.03 Compliance with Laws and Regulations

The Contractor warrants and certifies that, in the performance of this Agreement, it shall comply with all applicable laws, rules, regulations and orders of the United States, the State of California, and the County of Riverside, including the laws and regulations pertaining to labor, wages, hours and other conditions of employment. The Contractor further warrants and certifies that it shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of this Agreement.

The Contractor will ensure diligence in managing the program under this Agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIA/ARRA.

A partial list of applicable laws and regulations are found in Exhibit 4 of this Agreement.

Section 9.04 Equal Employment Opportunities (EEO) and Non-discrimination

The Contractor assures that it has an EEO policy that complies with the non-discrimination and equal opportunity provisions of WIA/ARRA section 188 and its implementing regulations. That Contractor assures that its EEO policy covers staff and participants served under this Agreement and that it does not discriminate, on the basis of race, color, religion, national origin, physical/mental handicap, sex, political affiliations or beliefs and ages, in the selection of participants and staff personnel. The policy shall cover, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

The Contractor will take action to ensure that applicants, participants or employees are treated during training/employment without regard to their race, color, religion, sex, national origin, age, handicap or political affiliation or beliefs. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment and/or training, notices setting forth the provision of this non-discrimination clause.

In the event of the Contractor's non-compliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with policies authorized in Executive Order 11246 of 1965, last amended 1996, and the Equal Employment Opportunities Act of 1972 and the amendments to the Civil Rights Act of 1991.

Section 9.05 Grievance and Complaint System

The Contractor will establish and maintain a grievance and complaint procedure in compliance with WIA/ARRA, federal regulations and state statutes, regulations and policy.

Section 9.06 Indemnification

Indemnification by Contractor. Contractor shall indemnify and hold County, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of Contractor, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of this Agreement to the extent that such liability is imposed on County, by the provisions of California Government Code Section 895.2 or other applicable law; and Contractor shall defend at its expense, including attorney fees, County, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

Indemnification by County. County, shall indemnify and hold Contractor, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of County, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of this Agreement to the extent that such liability is imposed on Contractor by the provisions of California Government Code Section 895.2 or other applicable law; and County, shall defend at its expense, including attorney fees, Contractor, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claims without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of County as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

In the event there is a conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve Contractor from indemnifying County to the fullest allowed by law.

Section 9.07 Insurance Requirements

Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, evidence for coverage listed below, within ten days following execution of this Agreement.

(1) Worker's Compensation

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

(2) Commercial General Liability:

a) Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, WDB, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined

single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability

NOTE: Vehicle Liability- If Contractor uses vehicles in the performance of this agreement and does not transport participants paragraph 3a applies. If Contractor uses hired or chartered transportation and transports participants, then 3b and 3c applies.

- a) CONTRACTOR shall maintain vehicle liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. The Policy shall name the County of Riverside, its Agencies, Districts, WDB, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, or representatives as Additional Insureds.
- b) CONTRACTOR shall maintain vehicle liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$5,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. The Policy shall name the County of Riverside, its Agencies, Districts, WDB, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, or representatives as Additional Insureds.
- c) If Contractor elects to transport Participants in any manner other than public transportation the Contractor agrees to maintain, or have their subcontractor providing transportation maintain, vehicle liability insurance with a limit of at least \$5,000,000 per occurrence combined single limit and such insurance shall name the County of Riverside, its Agencies, Districts, Workforce Investment Board, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials or representatives as Additional Insureds.

(4) General Insurance Provisions-all lines:

- (a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California shall have an A.M. BEST rating of not less than an A: VIII. (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (b) The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent from the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retentions which are deemed unacceptable to the County, at the election of the

County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions, as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration and defense costs and expenses.

- (1) The Contractor shall cause its insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original standard ACCORD Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the County of Riverside prior to any material change, cancellation or expiration of such insurance. In the event of a material change, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original standard ACCORD form Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
 - (2) Contractor shall not commence operations until the County of Riverside has been furnished original standard Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- c) The COUNTY'S Reserved Rights. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add to additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement including any extensions thereof exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate. The requested changes by the County shall be in line with insurance industry standards and subject to Contractor's review and acceptance.
- d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, insurance and the County's insurance and/or

deductibles and/or self-insured retentions or self insured programs shall not be construed as contributory.

- e) The Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
 - f) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
 - g) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.
- (5) Self Insured - The Contractor may satisfy the insurance requirements set forth herein by showing that it is a member of a joint powers entity created pursuant to California Government Code §6500, et seq., which provides insurance or self-insurance to the Contractor for the risks and to the entities set forth herein for which the Contractor has agreed to provide insurance.

Section 9.08 Inventions, Patents and Copyrights

If any project produces patentable items, patent rights, processes or inventions in the course of work under a DOL grant or agreement, the Contractor shall report the fact promptly and fully to the County. The County shall report the fact to the Grant Officer at DOL. Unless there is a prior agreement between the County and the DOL or its representative on these matters, DOL shall determine whether to seek protection on the invention or discovery. DOL or its representative shall determine how the rights in the invention or discovery, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the following Patent Policy found at 29 CFR 95.36 and 29 CFR 97.34:

Unless otherwise provided in terms of the Grant or the Agreement, when copyrighted material is developed in the course of or under this Agreement, the author and the County which developed the work are free to copyright material or to permit others to do so. The County and the Workforce Investment Board shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish, and use and to authorize others to use all copyrighted material.

If any material developed in the course of or under a DOL Grant or Agreement and Sub-agreement is copyrighted, DOL shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish and otherwise use and to authorize other entities to use the work for government purposes.

Section 9.09 Labor Standards

- (a) The Contractor shall comply with the Labor Code of California, the Child Labor Laws in California, the Child Labor Standard Act and all other applicable statutes, ordinances and regulations with respect to employment, wages, hours of labor, and industrial safety (if applicable).
- (b) Conditions of employment or training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, age and proficiency of the participant.

- (c) Health and safety standards established under State, Federal and local law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants. With respect to any participant in a program conducted under this Agreement who is engaged in activities, which are not covered by health and safety standards under OSHA of 1970, the Contractor shall prescribe by regulation, such standards as may be necessary to protect the health and safety of such participants.
- (d) No program under the Act shall impair (1) existing contracts for services, or (2) existing collective bargaining agreements, unless the employer and the labor organization concur, in writing, with respect to any elements of the proposed activities, which affect such agreement.

A participant in a program or activity authorized under Title I of WIA/ARRA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation).

- (e) No participant shall be employed or job opening filled: (1) when any other individual is on layoff from the same or any substantially-equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy created by hiring a participant.
- (f) The Agreement will not result in the displacement of currently employed workers (including partial displacement, such as reduction in the hours of non-overtime work, wages or employment benefits). The Contractor will assure that no jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- (g) The Contractor will assure that no funds under this Contract shall be used to assist, promote or deter union organizing activities.
- (h) The Contractor (if not a public entity), by signing this Agreement, do hereby specifically warrant and represent, that no more than one final inapplicable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of the National Relations Board.

Section 9.10 Non-duplication of Service

Funds provided under this Agreement shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal State or local County sources, unless the plan established that alternative services or facilities would be more effective or more likely to achieve performance goals.

Section 9.11 Payment of Benefits (where applicable)

- (a) When applicable, participants employed in activities authorized under this Agreement shall be paid wages which shall not be less than the highest: (1) the minimum wage under § 6(a) (1) of the Fair Labor Standards Act of 1938, (2) the minimum wage under

the applicable state or local minimum wage law, or (3) the prevailing rates of pay for individuals employed in similar occupations by the same employer.

- (b) When applicable, participants employed in paid work experience activities funded under the Act may receive related benefits in the public, private, for-profit or non-profit sectors where the objective assessment and individual service strategy indicate that work experiences are appropriate. (WIA/ARRA sec. 129(c) 92) (D).)
- (c) A participant shall receive no payments for training activities in which the trainee fails to participate without good cause.

Section 9.12 Permits and Licenses

The Contractor shall obtain and pay for all permits and licenses necessary to the performance of this Agreement. The County is not permitted to waive any fees for services except as otherwise required by law.

Section 9.13 Purchase, Inventory, and Disposal of Equipment

Contractor shall comply with WIA/ARRA Final Rule, Title 20 CFR Section 667.200, which provides guidance and direction on the purchase and disposal of equipment purchased through this Agreement, as well as referral to Title 29 CFR Part 95 for institution of higher education, hospitals and other non-profit and commercial organizations, and to Title 29 CFR Part 97 for states and local governments. The Contractor must receive approval from the State via the County prior to charging the WIA/ARRA funds account for purchases with a unit cost of \$5,000 or more. Purchases made by the Contractor prior to obtaining approval from the County may be disallowed. All items or equipment purchased through this Agreement, having a useful life of more than one year with a unit acquisition cost of \$5,000 or more shall remain property of the County. Property that is purchased by the Contractor with funds from this Agreement or from the County in the performance of this Agreement, even when the property is purchased in whole or in part by federally supplied funds (absent a federal requirement for transfer of title) shall remain the property of the County. The Contractor shall maintain a list of all items and equipment purchased or acquired with funds through this Agreement. The list shall include date of acquisition, the exact dollar amount or purchase price of the item, a full description of the item, its physical location within the agency, the quantity of items acquired, unit cost, and the percentage charged to the contract. The Contractor shall maintain an equipment tracking system to account for and track equipment purchased through this Agreement.

NOTE: All items or equipment approved and purchased through this Agreement shall be allowable, necessary, and reasonable. Equipment purchased by the Contractor and not utilized or implemented into the provision of services may be subject to disallowed cost by the Contractor.

Section 9.14 Prohibition of Activities

- (a) The Contractor will assure that no funds under this Contract shall be used to assist, promote or deter union organizing activities.
- (b) None of the funds, materials, property, services and participants shall be used for, or employed on, the construction, operation or maintenance of any facility as is used or to be used for sectarian instruction or as a place for religious worship.

- (c) No funds provided under this Agreement shall be used, or proposed for use, to encourage or induce the relocation of a business or part of a business if such relocation would result in a loss of employment for any employee of such business at the original location and such original location is within the United States.
- (d) The Contractor is prohibited from using funds under this Agreement for the purpose of instituting legal proceedings or legal disputes against the County, the Grantor, the Department of Labor or its official representatives.
- (e) No person or organization may charge an individual a fee for the placement or referral of the individual in or to a workforce investment activity training program
- (f) No funds provided under the Act shall be used for employment generating activities, economic development and other similar activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, and similar activities that are not directly related to training for eligible individuals under the WIA/ARRA. Nor shall any funds from this agreement be used for foreign travel.
- (g) No funds under the Act may be used for Public Service Employment (PSE), except to provide disaster relief employment.
- (h) Non-discrimination
 - 1) The Contractor will comply with the nondiscrimination and equal opportunity provisions of WIA/ARRA sec. 188 and its implementing regulations.
 - 2) No part to this Agreement or any sub-agreement or sub-contract shall discriminate or retaliate against any person, or deny to any person, a benefit to which that person is entitled under the provisions of Federal WIA/ARRA because such person has filed any complaint, instituted or caused to be instituted any proceeding under or related to WIA/ARRA participation, has testified, or is about to testify in any such proceeding or investigation, or has provided information or assisted in any investigation.

Section 9.15 Press Releases/Published Announcements

In all communications with the press, television, radio or any other means of communicating with the general community regarding any items which are related to the program funded by this Agreement, the Contractor shall use County language in all written material and shall use this language in any audio or video production. The Contractor will obtain approval from the County prior to publication or production.

Section 9.16 Assignment

The Contractor shall not assign this Agreement nor enter into any Agreement with any other party or transfer any interest or obligation in the Agreement without written consent of the County.

Section 9.17 Standards of Conduct

- (a) The Contractor hereby assures that every reasonable course of action will be taken in administering this Agreement, to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. The Contractor agrees to conform to the nondiscrimination requirements as referenced in WIA/ARRA, Section 188.
- (b) The Contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, and all applicable federal and state laws and regulations, guidelines, and interpretations issued hereto.
- (c) The Contractor shall insure that any of its employees who were formerly employed by the Economic Development Agency (EDA) in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this Agreement, will not be assigned to any part or phase of the activities conducted pursuant to this Agreement, for a period of not less than two years following the termination of such employment.
- (d) The Contractor shall insure that no relative by blood, adoption or marriage of any executive or employee of the Contractor, will receive favorable treatment when considered for enrollment in programs provided by or employment under this Agreement.
- (e) The Contractor and its employees will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. No relative by blood, adoption or marriage of any executive or employee of the Contractor will receive any favorable treatment for employment with the Contractor or enrollment into the program funded by this Agreement.

The Contractor may not hire a person in an administrative capacity, staff position or work experience training position with funds provided by this Agreement if a member of that person's immediate family is engaged in an administrative capacity for the Contractor.

- (f) The Contractor assures that none of its directors, officers, employees or agents shall participate in selecting or administering any subcontract supported (in whole or in part) by federal funds where such person is a director, officer, employee or agent of the subcontractor, or where such person knows or should have known that:
 - 1) A member of such person's immediate family or partner or organization has a financial interest in the subcontract;
 - 2) The subcontractor is someone with whom such person has negotiated or is negotiating any prospective employment; or
 - 3) Such person would have a "Financial or Other Interest" in the sub-contract.
- 4) The Contractor hereby assures that it will establish safeguards to prohibit employees from using a position for a purpose that gives the appearance of being motivated by

- a desire for private gain for themselves or others, particularly those with whom they have business or other ties. Executive officers or employees of the Contractor will not solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole, or in part, by the Contractor or the County. Supplies, materials, equipment or services purchased with WIA/ARRA funds will be used solely for purposes allowed under this Agreement.
- 5) The Contractor assures that no member of its Board, officer or employee or the Contractor shall have any interest, direct or indirect, in any contract or sub-contract or the proceeds for work to be performed in connection with this program during his/her tenure as such employee, officer or member of the Board.
 - 6) Prior to obtaining the County approval of any subcontract, the Contractor shall disclose to the County any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate families with the proposed sub-contractor and its officers, directors or employees.
 - 7) The Contractor warrants that it has not paid, and will not pay, to any third person any money or other consideration for obtaining this Agreement.

Section 9.18 Integration of Entire Agreement

This Agreement and those documents incorporated herein by reference or attachment are the entire agreement of the parties and supersede all negotiations, verbal or otherwise and any other agreements which are hereby rescinded. This Agreement is not intended to, and shall not be construed to create the relationship of agent, officer, employee, partnership, joint venture or association between the County and the Contractor. No verbal commitment or conversation with any officer, agent or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

Section 9.18a Filing Legal Action

This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California and only upon completion of arbitration proceedings.

Section 9.19 Signatures

AGREEMENT # 2009/2011-179-201-501

County: Riverside County Economic
Development Agency

By:

Date:

Print Name: Felicia Flournoy

Print Title: Director of Workforce
Development

Contractor: Riverside Community
College District

By:

Date:

Print Name: James L. Buysse

Print Title: Vice Chancellor of
Administration and Finance

County Counsel Approval

Exhibit 1 Scope of Work

Maximum and Minimum Enrollments

In order to provide the appropriate level of adult learner skills development the Contractor has determined minimum and maximum enrollment levels for all courses.

- PRINT READING TRAINING PROGRAM (12 Minimum/20 Maximum)
- WATER DISTRIBUTION CERTIFICATE PREPARATION, D-1 (15 Minimum/20 Maximum)
- EMPLOYABILITY SKILLS (12 Minimum/20 Maximum)
- WELDING CERTIFICATION PREPARATION (10 Minimum/15 Maximum)
- EMERGENCY MEDICAL TECHNICIAN TRAINING (25 Minimum/40 Maximum)
- HUMAN SERVICE CASE MANAGER TRAINING (25 Minimum/40 Maximum)
- WEATHERIZATION TECHNICIAN (10 Minimum/20 Maximum)
- PHOTOVOLTAIC INSTALLER/TECHNICIAN (10 Minimum/20 Maximum)
- ENGLISH FOR THE WORKPLACE (12 Minimum/20 Maximum)

The maximum enrollment numbers are designed to ensure participant success in each of the courses and should not exceed the class size maximum determined by the Contractor. Should scheduled enrollment levels for courses drop below 50% of the Contractor's maximum enrollment, Contractor will notify the County to determine if the course start should be rescheduled to insure adequate numbers are enrolled. The Contractor understands that County will determine the minimum enrollment for each cohort.

Recruitment and Referral Process

Recruitment of participants will be conducted by the County. In the event the Contractor has an interested participant, they may be referred to the local Workforce Development Center for eligibility and suitability.

The County will provide the following:

1. The County Career Counseling Team will refer potential participants to the County Training Team for consideration into a training program.
2. The County Training Team will assess customer for appropriateness into the training program and will review the necessary prerequisites for the training desired.
3. The County Training Team will complete all necessary paperwork and data enter customer name on a developed class roster developed by the County.
4. The County single point of contact staff will monitor class size to ensure minimum class size is being fulfilled. The County single point of contact will notify the Contractor if classes are near minimums or maximums have been reached.
5. The County will send a class roster of participants scheduled to begin training program. No class may start until the County approves the commencement date of the training program.

6. The County single point of contact will provide the Contract single point of contact with access to the County case management system so that the Contractor enters daily attendance data into the system.

In-Take and Assessments

The County will determine ARRA/WIA eligibility of the applicants who meet the minimum requirements for services in the program, and provide initial assessments using Prove It!

Curriculum Design

The Contractor has designed curriculum based on industry criteria, as provided by industry experts and their affiliates. The Contractor will provide course materials/handouts, additional assessments, when necessary, to insure participant success in the program.

Certificates of Completion

The Contractor will issue certificates of completion to participants upon successful completion of each course.

Contractor will:

- The Contractor will provide Subject Matter Experts who are deemed qualified and meet the requirements to lead specific course content.
- The Contractor will make every attempt to develop a mutually agreed upon training schedule to deliver timely, efficient and effective training.
- The Contractor will be responsible to coordinate the training site locations.
- The Contractor will use the Universal WIA invoice form and 1512 reporting form; the 1512 form will capture newly created ARRA positions for the intended project. Both forms will be provided by the County, and will need to be submitted monthly.
- The Contractor will provide a roster of enrollments for each class identifying participant to confirm attendance and completion for each course and as documentation for invoicing purposes. Contractor will use the Universal WIA invoice forms provided by the County.
- Contractor with negotiated and approved Working Capital Advance must justify the amount and provide documentation upon request by County staff for verification of anticipated cost. Contractor will complete the County's Cash Advance Worksheet to identify specific costs associated with program start-up.
- Advances will be approved in accordance with the County's Policy and Procedure for Cash Advances and Working Capital Advances, Number 16-03.

County will:

- County will provide information regarding the training options available through the Contractor to Workforce Development Centers (WDC) customers.

- County will determine ARRA/WIA eligibility and suitability for training programs via the current customer service process of the Workforce Development Centers (WDC's).
- County will make every effort to provide the Contractor with at a minimum a two-week notification to modify training dates due to low enrollments.
- County will verify ARRA/WIA training enrollments via the County's Management Information System and compare with the participant training rosters submitted with each Contractor invoice.

Training Courses to be offered by the Contractor:

- PRINT READING TRAINING PROGRAM
- WATER DISTRIBUTION CERTIFICATE PREPARATION, D-1
- EMPLOYABILITY SKILLS
- WELDING CERTIFICATION PREPARATION
- EMERGENCY MEDICAL TECHNICIAN TRAINING
- HUMAN SERVICE CASE MANAGER TRAINING
- WEATHERIZATION TECHNICIAN
- PHOTOVOLTAIC INSTALLER/TECHNICIAN
- ENGLISH FOR THE WORKPLACE

RIVERSIDE CAMPUS

Print Reading Training Program - 40 hours

Riverside Community College District – Riverside Campus presents this training proposal for a 40-hour print reading program to prepare unemployed residents identified by EDA for technical/industrial jobs related to renewable energy, electrical, HVAC and manufacturing industries.

Upon completing this training participants will have acquired the necessary skills to read industrial prints, schematic diagrams, understand industry standard symbols and diagrammatic representations of assembly and building plans. Participants will also be trained in the use of basic measurement tools and review the mathematics calculations necessary to perform effectively in these industry settings.

The typical program is 40-hours and can be customized and tailored to a specific industry. The training includes the study and analysis of industry prints.

MINIMUM READING LEVEL: 9th Grade

MINIMUM MATH LEVEL: 9th Grade

SYLLABUS/CURRICLUM

- Drafting and Print Reading Procedures
- Prints: The Language of Industry
- Reading a Steel Rule
- Applied Mathematics

- Measurement Tools
- The Alphabet of Lines
- Basic Technical Sketching and Dimensioning Fundamentals
- Geometric Construction
- Multi-view Drawings
- Auxiliary Views
- Section Views
- Threads and Fasteners
- Fundamentals of Size Description
- Dimensioning
- Tolerancing
- Machining Specifications and Surface Quality
- Geometric Dimensioning and Tolerancing Introduction
- Industrial Drawing Types
- Detail Drawings
- Assembly Drawings
- Pictorial Drawings
- Drafting Annotations and Management
- The Title Block
- List of Materials
- Drawing Notes
- Drawing Revision Systems
- Specialized Parts and Prints
- Cam Prints & Diagrams
- Gears, Splines, and Serrations
- Reading Numerical Control Documents Introduction
- Plastic Parts
- Precision Sheet Metal
- Welding Prints
- Instrumentation and Control Drawings

TEXTBOOK: Print Reading For Industry by Walter C. Brown/Ryan K. Brown

MINIMUM/MAXIMUM STUDENTS

The minimum number of students per class is 12. The maximum number of students per class is 20.

LOCATION AND CLASS SESSIONS

March Education Center, 14745 Riverside Drive, Riverside, CA 92518. Schedule to be determined.

Water Distribution Certificate Preparation, D-1 – 60 hours

Riverside Community College District – Riverside Campus presents this training proposal for a program to prepare participants to sit for the D-1 Water Distribution Certificate exam. It is a 60-hour course that includes applied math for water distribution and the theory and practice of water distribution processes used by municipal and regional water districts in Southern California. There is a growing need for candidates to fill these positions as the distribution and treatment of water resources is growing with the retirement of older employees and regional turnover.

MINIMUM READING LEVEL: 11th Grade

MINIMUM MATH LEVEL: 8th Grade

SYLLABUS/CURRICULUM

- Applied Mathematics
- Coagulation, Flocculation, and Sedimentation Basics
- Disinfection Basics
- Filtration Basics
- Fundamentals of Chemistry for Water Professionals
- Hydraulics
- Distribution Service to Customers
- Distribution System Materials and Equipment
- Water Main Installation
- Water System Mechanical Equipment

MINIMUM/MAXIMUM STUDENTS

The minimum number of students per class is 15. The maximum number of students per class is 20.

LOCATION AND CLASS SESSIONS

March Education Center, 14745 Riverside Drive, Riverside, CA 92518. Schedule to be determined.

Employability Skills 20 hours

Riverside Community College District – Riverside Campus presents this training proposal for a 20-hour program to prepare participants to seek employment with a greater chance of success by honing interrelated critical thinking, communication and computer skills. These are skills which employers have indicated workers must master in order for businesses to increase their competitiveness and fully realize the potential of their employees. Dressing for success, interview-taking and internet researching techniques for employment will be part of this course.

MINIMUM READING LEVEL: 9th Grade

MINIMUM MATH LEVEL: 9th Grade

SYLLABUS/CURRICULUM

Course Objectives:

- Improving listening and Interpersonal Skills
- Understanding diversity in the Workplace
- Critical thinking, decision making, problem solving, and collaboration skills practice.
- Creativity and technology and introduces future skills workers will need, like emotional intelligence.

Course Description:

Employers from high-growth sectors throughout California and across the nation have identified interrelated skills which workers must master for businesses to increase their competitiveness

and fully realize the potential of their employees. This proposed program offers a wide range of interrelated soft and technical skills identified by employers as critical to work success.

Participant Learning Outcomes

By the end of this course, participants will be able to:

- Explain the importance of effective listening in the work environment
- Identify barriers to effective listening and strategies for overcoming them
- Understand your personal listening style and approach
- Describe the five primary listening styles and recognize the listening style of others
- Demonstrate the use and understanding of non-verbal language in the listening context
- Define culture and multiculturalism
- Identify non-cultural workplace differences and their impact on the job
- Define diversity and discuss workplace diversity issues
- Identify differences between diversity management and mandated affirmative action programs and equal employment outcomes
- Use the conflict resolution process/model
- Demonstrate basic knowledge of computer-based technology that helps you get your work done
- Identify methods to minimize work-related injuries and damage to workplace equipment
- Demonstrate basic interpersonal communication skills related to building business relationships
- Define the terms and steps involved with critical thinking and problem solving
- Recognize the link among actions, appearances, and attitudes
- Interview-taking techniques, resume writing and internet researching of employment opportunities.
- Complete an action plan to improve employability skills

MINIMUM/MAXIMUM STUDENTS

The minimum number of students per class is 12. The maximum number of students per class is 20.

LOCATION AND CLASS SESSIONS

March Education Center, 14745 Riverside Drive, Riverside, CA 92518. Schedule to be determined.

Welding Certification Preparation Course - 80 hours

Riverside Community College District – Riverside Campus presents this proposal for a training program to prepare unemployed residents identified by EDA for Welding Certification in Steel.

In this proposal, it is the college's intention to ensure that the participants acquire the necessary skills to weld to industry standards and sit for the AWS welding certification. The proposal includes an 80 hour course in Welding Principles.

Participant welding tool kit included:

1. self-darkening welding hood – Miller
2. welding gloves
3. electro holder w/cable (optional \$30/holder; \$20/cable)
4. 2 types chipping hammers
5. wire brush
6. tinted Safety glasses

7. 4.5" mini-grinder, 2 grinding wheels: 1/8" & 1/4"; wire wheel
8. welding jacket (cotton/leather sleeves)
9. ear plugs
10. cotton welding hat

MINIMUM READING LEVEL: 9th Grade

MINIMUM MATH LEVEL: 9th Grade

SYLLABUS/CURRICLUM

Course objectives:

Participants will acquire the skills to weld safely using the correct tools, safety clothing and safety procedures. They will learn to weld to industry standards and sit for the American Welding Society (AWS) D1.1 certification exam for a structural welder using steel. This course is designed as a fast-track, professional welder training course that will include basic oxyacetylene and arc welding techniques and over 60 hours of actual welding time per student.

Training Session # 1:

Oxy-fuel (oxyacetylene) welding, brazing and cutting techniques will be practiced, with the emphasis on cutting. Arc welding techniques introduced.

Participants will:

- master using an oxyacetylene cutting torch,
- cut and prepare material to begin basic arc welding
- begin basic arc welding training with the SMAW (Shielded Metal Arc Welding) process.
- run a series of weld beads, forming a pad weld in the flat position on 3/8 in. steel plate using a 6010 welding covered electrode.

Training Session # 2 & 3:

Arc welding techniques.

Participants will:

- master fillet welds on a T joint in the horizontal, overhead and vertical upwards position.

Training Session # 4:

Arc welding techniques.

Participants will:

- practice pad welds, fillet welds, review and improve skills
- be introduced and practice advanced arc welding, running weld beads forming a pad weld, using a 7018 covered electrode in the flat position.

Training Sessions # 5 & 6:

Arc welding techniques.

Participants will:

- practice advanced arc welding, fillet welds, review and improve skills
- run fillet welds on a T joint of 3/8 in. plate, in the horizontal, overhead and vertical upwards position.

Participants at this point can weld in all positions using 6010 and 7018 welding rods.

Training Session # 7:
Arc welding techniques.

Participants will:

- Cut and prepare 3/8" steel plate to make a groove weld in a butt joint with a backing bar (the actual joint necessary to pass the certification welding test for the AWS D1.1 Structural Welding Code / Steel for limited thickness plate (max thickness qualified: 3/4 in. plate).
- fit, tack and weld this joint in the vertical position using an upwards weld progression.

Training Session # 8:
Arc welding techniques.

Participants will:

- cut and prepare 3/8" steel plate to make a groove weld in a butt joint with a backing bar.
- fit, tack and weld this joint in the vertical position using an upwards weld progression.
- complete the vertical joint, and fit, tack and weld out a similar joint, in the overhead position.

At this point individual has made one actual practice test in each of the two necessary positions to become certified in limited thickness plate.

Training Session # 9:
Arc welding techniques.

Participants will:

- cut and prepare material, either 3/8 in. or in a 1 in. thick plate to weld a butt joint in the vertical position to prepare for a AWS D1.1 unlimited thickness qualification.

Training Session # 10:
Arc welding techniques.

Participants will:

- weld vertical and the overhead butt joints as previously done, in a 3/8 in. or in a 1 in. thick plate.

At this point, participants have made two actual practice tests in each of the two necessary positions, to become certified in all positions.

Training Session # 11:
Arc welding techniques.

Participants will:

- cutting and preparing material to weld a butt joint as previously done, in a 3/8 in. or in a 1 in. thick plate.

Training Session # 12:
Arc welding techniques.

Participants will:

- weld out vertical and the overhead butt joints, as previously done, in a 3/8 in. or in a 1 in. thick plate.

At this point, participants will have completed the 80 hours of training; have completed a total of six actual practice tests in each of the two necessary positions, to become certified in all positions.

They will have also learned to inspect their own welds to determine if the welds meet the acceptance criteria of the AWS D1.1 Structural Welding Code for Steel.

MINIMUM/MAXIMUM STUDENTS

The minimum number of students per class is 10. The maximum number of students per class is 15.

LOCATION AND CLASS SESSIONS

RCCD Welding Lab 4800 Magnolia Avenue, Riverside, CA. Class sessions to be conducted based on participant demand, on Fridays and Saturdays, 6.5 hours per session.

MORENO VALLEY CAMPUS

Emergency Medical Technician Training Course - 192 hours

Riverside Community College District – Moreno Valley Campus presents this proposal for Emergency Medical Technician. This training will prepare the candidate to sit for the California State EMT certification examination. Successful candidates will qualify for employment at fire departments statewide, hospitals, and private emergency service agencies. It prepares candidates, under physician supervision, to recognize, assess and manage medical emergencies in pre-hospital settings and to supervise ambulance personnel. This high demand occupation training comprises a 1-year program with 96 hours of lecture classes and 385 hours of clinical practice/lab. Optimum lab class size is 10 students. Therefore the cohort of 40 students will be split into four lab sections and that is why the lab hours are 385.

Full Dress Uniform, Brady EMT Complete Textbook, EMT National Registry Review, EMT Manual (blue binder), Stethoscope, Pen Light and Blood Pressure Cuff will be provided to students.

MINIMUM READING LEVEL: any remediation necessary to completing the class successfully is done within the EMT program

MINIMUM MATH LEVEL: any remediation necessary to completing the class successfully is done within the EMT program

ADDITIONAL PRE-REQUISITE:

1. Student must be 18 years of age or older
2. Student will need to complete a Student Health Record to include past health history, physical examination and immunization status signed by their healthcare provider.
3. Riverside Community College District requires background checks for all students entering programs in the Emergency Medical Services Academy. This will be coordinated and paid for by the college.
4. Copy of AHA Healthcare Provider CPR card – If needed, student can take this class at the college while the student is attending EMT but if not completed, they will not be able to be allowed in the clinical portion of the class.
5. Copy of Driver's License

6. Prior to obtaining local employment, students must apply for Riverside EMS Authority, verify that he/she is not addicted to any intoxicating liquors or drugs and has not been convicted of any felony, gross misdemeanor, or other misdemeanor that indicates that the applicant might not be able to function properly as a licensee.

SYLLABUS/CURRICULUM

- Patient Assessment and Airway Management
- Introduction to Medical Pathophysiology
- Emergency Pharmacology
- Cardiology
- Trauma Management
- Clinical Medical Specialty I
- Medical Emergencies
- Special Populations
- Special Emergency Topics
- Clinical Medical Specialty II
- Assessment Based Management
- Emergency Medical Services – Basic
- Emergency Medical Services – Field

MINIMUM/MAXIMUM STUDENTS

The minimum number of students per class is 25. The maximum number of students per class is 40.

LOCATION AND CLASS SESSIONS

16130 Lasselle Street, Moreno Valley, CA 92551-2045. Schedule to be determined.

Human Service Case Manager Training Course - 342 hours

Riverside Community College District – Moreno Valley Campus presents this proposal for Human Services Case Manager. This training will prepare the candidate to qualify for employment at organizations that provide counseling and human service agencies in the areas of substance abuse, foster home and child abuse counseling, anger management counseling, disability management and psychosocial rehabilitation. This training comprises a program of 342 hours of lecture classes. Introduction to Human Services

PRE-REQUISITE: Completion of high school or GED.

SYLLABUS/CURRICULUM

- Introduction to Evaluation and Counseling
- Introduction to Case Management
- Introduction to Group Process

- Public Assistance and Benefits
- Introduction to Psychosocial Rehabilitation
- Employment Support Strategies
- Introduction to Social Work
- Job Development

MINIMUM/MAXIMUM STUDENTS

The minimum number of students per class is 25. The maximum number of students per class is 40.

LOCATION AND CLASS SESSIONS

16130 Lasselle Street, Moreno Valley, CA 92551-2045. Schedule to be determined.

NORCO CAMPUS

Weatherization Technician - 80 hours

Riverside Community College District – Norco Campus presents this proposal for a program to prepare students for entry-level positions in weatherization for energy conservation. It is a comprehensive 80-hour training program that includes a textbook, pre-tests, module post-tests, slide presentations, hands-on practice, videos, and reference material.

Candidates achieving the Weatherization Technician Certificate from RCC--Norco will have a basic knowledge of weatherization principles and industry practices to include installation, maintenance, and the features and benefits of energy-efficient windows and insulation materials. Emphasis will be upon practical application while maintaining a safe workplace. Participants will also be trained in the proper use of PPE (Personal Protective Equipment) and workplace effectiveness.

MINIMUM READING LEVEL: 9th Grade

MINIMUM MATH LEVEL: 9th Grade

SYLLABUS/CURRICLUM

Concepts of building science

- Use of the Blower Door for detection of air leaks
- Hands-on practice using tools and materials specific to weatherization
- Practical Trades Math
- Drug and Alcohol Awareness
- Personal Responsibility and Leadership

MINIMUM/MAXIMUM STUDENTS

The minimum number of students per class is 10. The maximum number of students per class is 20.

LOCATION AND CLASS SESSIONS

2001 Third Street, Norco, CA 92860. Schedule to be determined.

Photovoltaic Installer/Technician Course – 80 hours

Riverside Community College District – Norco Campus presents this proposal for a program which prepares students for the North American Board of Certified Energy Practitioners (NABCEP) Entry Level Certificate will be a way for a student to acquire basic knowledge, comprehension and application of key terms and concepts of photovoltaic (solar electric) systems operation.

It is a comprehensive 80-hour training program that includes a textbook, pre-tests, module post-test, slide presentations, videos, and reference material.

Candidates achieving the PV Entry-Level Certificate of Knowledge will have the basic knowledge of solar electricity suitable for a supervised, entry-level position with a manufacturer, dealer, installer, and/or other PV industry company.

MINIMUM READING LEVEL: 9th Grade

MINIMUM MATH LEVEL: 9th Grade

SYLLABUS/CURRICULUM

The essential training objective of this course is to provide the entry level photovoltaic installer/technician with fundamental technical knowledge on photovoltaics in order that the technician may acquire and advance in design, installation and servicing responsibilities as the market for photovoltaic power systems progresses.

Upon completion of this course, the student technician should be able to:

- Recognize the various types of photovoltaic systems and components currently in use.
- Demonstrate safe working practices.
- Properly design and size residential photovoltaic power systems.
- Assist in the planning and installation of photovoltaic arrays and components.
- Understand the types of codes and standards that apply to the proper installation of photovoltaic systems.
- Understand the types of permits, warranties, and the customer relations required for completion of the overall solar project.
- Assist in the servicing of common photovoltaic systems.
- Improve the quality of installations.

A basic understanding of AC and DC electricity is necessary in order to fully comprehend photovoltaic power systems. Basic industrial math skills, including arithmetic and basic mathematics, metric measurements, and calculator fundamentals are also recommended.

Course Outline:

- Lesson 1: Introduction to Photovoltaic Systems
- Lesson 2: Capturing the Sun
- Lesson 3: Solar Site Evaluation
- Lesson 4: Photovoltaic System Components
- Lesson 5: PV Module Fundamentals
- Lesson 6: PV Battery System Design
- Lesson 7: PV Controller System Design
- Lesson 8: PV Inverter System Design

- Lesson 9: Photovoltaic System Sizing
- Lesson 10: Installation of Photovoltaic Systems
- Lesson 11: Photovoltaic System Electrical Integration
- Lesson 12: Utility-Interactive Systems
- Lesson 13: Permitting and Inspection
- Lesson 14: PV System Maintenance and Performance Analysis
- Lesson 15: Economic Analysis
- Final Exam

MINIMUM/MAXIMUM STUDENTS

The minimum number of students per class is 10. The maximum number of students per class is 20.

LOCATION AND CLASS SESSIONS

2001 Third Street, Norco, CA 92860. Schedule to be determined.

English for the Workplace - 40 hours

Riverside Community College District – Norco Campus presents this proposal for a program that teaches non-native speakers with limited English skills workplace vocabulary, job expressions, and active speaking and listening strategies. It is taught by an expert in English as a Second Language (ESL) methodology and contains modules specific to the hospitality, construction, and maintenance industries.

RCC-Norco's 40 hour English for the workplace training program includes textbooks, pre-post assessments, slide presentations, videos, reference materials, software practice, and field trips where applicable. Candidates who complete the training will be able to communicate more successfully with fellow employees, understand and respond professionally to supervisors, and become more competitive in the job market.

MINIMUM READING LEVEL: 3rd Grade

MINIMUM MATH LEVEL: 5th Grade

SYLLABUS/CURRICULUM

Module 1

Language Pre-Assessments
General Workplace Expressions and Vocabulary
Principles of Active Speaking and Listening

Module 2

Vocabulary Development – Hospitality Industry
Workplace Expressions – Hospitality Industry
Dialogue and Conversation techniques
Active Listening

Module 3

Vocabulary Development – Construction Industry
Workplace Expressions – Construction Industry
Dialogue and Conversation techniques
Active Listening

Module 4
Vocabulary Development – Maintenance Industry
Workplace Expressions – Maintenance Industry
Dialogue and Conversation techniques
Active Listening
Language Post-Assessments

MINIMUM/MAXIMUM STUDENTS

The minimum number of students per class is 12. The maximum number of students per class is 20.

LOCATION AND CLASS SESSIONS

2001 Third Street, Norco, CA 92860. Schedule to be determined

Exhibit 2 Program Budget

All associated course costs are included in the total cost of training and coordinated through the college.

WIA/ARRA Community College Training
 Cost Allocation Plan
 2009/11 BUDGET

Part 1 Budget Plan	
A. Staff Salaries	399,748
C. Staff Benefits	56,696
C. Staff Benefits H&W	43,639
D. Staff Benefit Rate (percent)	
E. Staff Travel	3,421.00
F. Operating Expenses (communication, facilities, utilities, maintenance, consumable supplies, audits, etc.)	1,272,708.00
G. Lease	-
H. Consumable Materials	-
I. Supportive/Job Retention Services	-
J. Other (Indirect)	617,588
K. Total Funding Request	\$ 2,393,800

WIA/ARRA Community College Training

Budget for 2009-11

SECTION A – STAFF COST							
Staff Position & Name of Staff	Number in Position	% Time Spent on WIA (b)	Annual Hours	# of Total Hours	Hourly Rate	TOTAL COST	TOTAL 20 Months
Michael Wright, Director, Workforce Preparation Grants & Contracts ARRA Coordinator	1	32.00%	2080	665.6	50.63	56,160	56,160
Cynthia Freeman Accounting Services Clerk ARRA Coordination staff	1	25.00%	2080	520.0	25.61	22,440	22,440
Office Assistant II ARRA Coordination hourly	1	100.00%	950	950.0	12.50	23,751	23,751
Robert Grajeda Director Corporate & Business Development	1	42.50%	2080	884.0	44.41	65,432	65,432
Susan Crowley Business Development Assistant	1	35.00%	2080	728.0	25.51	30,877	30,877
TBD Lab Assistant	1	100.00%	950	950.0	21.05	19,971	19,971
Bonavita Quinto-MacCallum, Faculty Moreno Valley	1	7.00%	1984	138.9	52.56	14,600	14,600
Patricia Link Adjunct Facility (Weatherization)	1	100.00%	640	640.0	57.54	36,826	36,826
TBD Adjunct Instruction (English for Work)	1	100.00%	417	417.0	57.55	34,370	34,370
Diane Dieckmeyer, Dean of Instruction	1	7.00%	1984	138.9	70.43	17,933	17,933
Henry Rogers Director CACT	1	10.00%	2080	208.0	49.55	17,177	17,177
Lauren Clark Admin Assistant III	1	64.00%	1560	998.4	28.98	49,411	49,411
TBD Grant Project Educational Trainer I	1	100.00%	432	432.0	25.00	10,800	10,800
SUBTOTAL: STAFF SALARIES						399,748	399,748
SECTION B – BENEFIT COST							
Benefits (Describe)		Rate (%)					
Staff Benefits Rate-FICA	185,336	0.062					11,492
Staff Benefits Rate-WC	399,748	0.0131					5,239
Staff Benefits Rate-SUI	399,748	0.003					1,202
Staff Benefits Rate-Medi-Care		0.0145					5,800

	399,748					
PERS- Public Employees Retirement System		0.09709		0.113		
	73,692		111,644			19,771
STRS-State Teachers Retirement System	159,889	0.0825				13,191
H&W	Cost - Flat Rate	% - FTE				
Michael Wright	39,325	32.00%				12,584
Cynthia Freeman	11,812	25.00%				2,953
Diane Dieckmeyer	39,326	7.00%				2,753
Bonavita Quinto-MacCallum	39,326	7.00%				2,753
Lauren Clark	3,115	64.00%				1,994
Henry Rogers	39,325	10.00%				3,933
Robert Grajeda	27,163	42.50%				11,544
Susan Crowley	14,644	35.00%				5,125
SUBTOTAL: STAFF BENEFITS						100,335
SECTION C - Operating Costs						1,276,129
SECTION D-INDIRECT COST RATE						
Indirect Cost Rate		20.5%/36.5%				617,588
TOTAL STAFF COSTS – (Section A)						399,748
TOTAL STAFF BENEFITS – (Section B)						100,335
SUBTOTAL PROGRAM COSTS – (Total of Sections A+B)						500,083

Total Operating Costs -(Section C)		1,276,129
Indirect Cost Rate -(Section D)		617,588
TOTAL PROGRAM COSTS		2,393,800

**WIA/ARRA Community College Training
 Cost Allocation Plan
 2009/2011 BUDGET**

Cost Category	WIA FUNDING	NON-WIA FUNDING
TOTAL-SECTION A- STAFF COSTS		
Michael Wright, Director, Workforce Preparation Grants & Contracts ARRA Coordinator	56,160	
Cynthia Freeman Accounting Services Clerk ARRA Coordination staff	22,440	
Office Assistant II ARRA Coordination hourly	23,751	
Robert Grajeda Director Corporate & Business Development	65,432	
Susan Crowley Business Development Assistant	30,877	
Patricia Link Adjunct Faculty (Weatherization)	36,826	
TBD Faculty (English for Work)	34,370	
Diane Dieckmeyer, Dean of Instruction	17,933	
Henry Rogers Director CACT	17,177	
Lauren Clark Admin Assistant III	49,411	
Grant Project Educational Trainer I	10,800	
TBD Lab Assistant	19,971	
Bonavita Quinto-MacCallum, Faculty	14,600	
SUB-TOTAL STAFF COSTS	399,748	
SUB-TOTAL STAFF BENEFITS	100,335	
W/C	5,239	
SUI	1,202	
Medi-Care	5,800	
STRS	13,191	
H&W	43,639	
PERS	19,771	
FICA	11,492	
Other Costs Section B		
4230-Textbooks	256,621	
4351-Train the Trainer Advance Cert	6,000	
4351-Video's	15,182	
4590-Supplies	221,715	
4710-Meals	2,500	
5045-Postage	1,600	
5120- Lecturer	485,204	
5120-Mileage	3,421	
5211-Meeting Expenses	18,560	
5420-Liability Insurance	1,360	
5649-Software Licenses	16,500	
5650- Transportation Contracts	8,000	
5890- Other Services	45,677	
6482-Equipment Additional \$5,000>	193,789	
SUB-TOTAL OTHER COSTS	1,276,129	
TOTAL - SECTION A-B - STAFF SALARIES & BENEFITS	1,776,212	
SUB-TOTAL PROGRAM COSTS (SECTIONS A-B)	1,776,212	
INDIRECT EXPENSES @ 36.5%	578,636	
INDIRECT EXPENSES @ 20.5%	38,952	
Total Indirect		
TOTAL PROGRAM COSTS	2,393,800	

**WIA/ARRA Community College Training
 Cost Allocation Plan Customized Solutions
 2009/2011 BUDGET**

Cost Category	WIA FUNDING	NON-WIA FUNDING
TOTAL-SECTION A- STAFF COSTS		
Michael Wright, Director, Workforce Preparation Grants & Contracts ARRA Coordinator	30,888	
Cynthia Freeman Accounting Services Clerk ARRA Coordination staff	12,342	
Office Assistant II ARRA Coordination hourly	13,063	
Robert Grajeda Director Corporate & Business Development	28,482	
Susan Crowley Business Development Assistant	13,233	
SUB-TOTAL STAFF COSTS	98,008	
SUB-TOTAL STAFF BENEFITS	31,379	
Michael Wright		
W/C	405	
SUI	93	
Medi-Care	448	
STRS	3,494	
H&W	6,921	
Cynthia Freeman		
PERS	1,317	
FICA	765	
W/C	162	
SUI	37	
Medi-Care	179	
H&W	1,624	
TBD Hourly Clerk		
W/C	171	
SUI	39	
Medi-Care	190	
Robert Grajeda		
PERS	3,037	
FICA	1,766	
W/C	373	
SUI	86	
Medi-Care	413	
H&W	5,025	
Susan Crowley		
PERS	1,411	
FICA	821	
W/C	173	
SUI	40	
Medi-Care	192	
H&W	2,197	
Other Costs Section B		
4230-Textbooks	63,525	
4351-Train the Trainer Advance Cert	6,000	
4351-Video's	15,182	
4590-Supplies	64,180	
5045-Postage	1,600	
5120-Lecturers	152,000	
5210-Mileage	2,321	
6xxx-Equipment	114,611	
SUB-TOTAL OTHER COSTS	419,419	
TOTAL - SECTION A-B - STAFF SALARIES & BENEFITS	548,806	
SUB-TOTAL PROGRAM COSTS (SECTIONS A-B)	548,806	
INDIRECT EXPENSES @ 36.5%	130,962	
INDIRECT EXPENSES @ 20.5%	38,952	
TOTAL INDIRECT EXPENSES	169,914	
TOTAL PROGRAM COSTS	718,720	

WIA/ARRA Community College Training
Cost Allocation Plan Moreno Valley
2009/2011 BUDGET

Cost Category	WIA FUNDING	NON-WIA FUNDING
TOTAL-SECTION A- STAFF COSTS		
Michael Wright, Director, Workforce Preparation Grants & Contracts ARRA Coordinator	8,424	
Cynthia Freeman Accounting Services Clerk ARRA Coordination staff	3,366	
Office Assistant II ARRA Coordination hourly	3,563	
TBD Lab Assistant	19,971	
Bonavita Quinto-MacCallum, Faculty	14,600	
Robert Grajeda Director Corporate & Business Development	24,633	
Susan Crowley Business Development Assistant	9,704	
SUB-TOTAL STAFF COSTS	84,261	
SUB-TOTAL STAFF BENEFITS	21,782	
Michael Wright		
W/C	110	
SUI	25	
Medi-Care	122	
STRS	695	
H&W	1,888	
Cynthia Freeman		
PERS	359	
FICA	209	
W/C	44	
SUI	10	
Medi-Care	49	
H&W	443	
TBD Hourly Clerk		
W/C	47	
SUI	11	
Medi-Care	52	
Robert Grajeda		
PERS	2,627	
FICA	1,527	
W/C	323	
SUI	74	
Medi-Care	357	
H&W	4,346	
Susan Crowley		
PERS	1,035	
FICA	602	
W/C	127	

SUI	29	
Medi-Care	141	
H&W	1,611	

TBD Lab Assistant		
W/C	262	
SUI	60	
Medi-Care	290	
Bonavita Quinto-MacCallum, Faculty		
W/C	180	
SUI	41	
Medi-Care	199	
STRS	1,134	
H&W	2,753	
Other Costs Section B		
4230-Textbooks	151,408	
4590- Supplies	101,692	
5120-Lecturer	292,804	
5210-Mileage	330	
5211-Meeting Expenses	18,560	
5420-Liability Insurance	1,360	
5649-Software & Licenses	8,000	
5890-Other Services	13,252	
6xxx-Equipment	7,328	
SUB-TOTAL OTHER COSTS	594,734	
TOTAL - SECTION A-B - STAFF SALARIES & BENEFITS	700,777	
SUB-TOTAL PROGRAM COSTS (SECTIONS A-B)	700,777	
INDIRECT EXPENSES @ 36.5%	255,783	
TOTAL PROGRAM COSTS	956,560	

WIA/ARRA Community College Training
Cost Allocation Plan Norco
2009/2011 BUDGET

Cost Category	WIA FUNDING	NON-WIA FUNDING
TOTAL-SECTION A- STAFF COSTS		
Michael Wright, Director, Workforce Preparation Grants & Contracts ARRA Coordinator	11,232	
Cynthia Freeman Accounting Services Clerk ARRA Coordination staff	4,488	
Office Assistant II ARRA Coordination hourly	4,750	
Patricia Link Adjunct Faculty (Weatherization)	36,826	
TBD Faculty (English for Work)	34,370	
Diane Dieckmeyer, Dean of Instruction	17,933	
Henry Rogers Director CACT	17,177	
Lauren Clark Admin Assistant III	49,411	
Grant Project Educational Trainer I	10,800	
SUB-TOTAL STAFF COSTS	186,987	
SUB-TOTAL STAFF BENEFITS	36,937	
Michael Wright		
W/C	147	
SUI	34	
Medi-Care	163	
STRS	927	
H&W	2,517	
Cynthia Freeman		
PERS	479	
FICA	278	
W/C	59	
SUI	14	
Medi-Care	65	
H&W	591	
TBD Hourly Clerk		
W/C	62	
SUI	14	
Medi-Care	69	
Patricia Link		

W/C	483	
SUI	111	
Medi-Care	534	
STRS	2,095	
TBD Faculty (English for Work)		
W/C	483	
SUI	111	
Medi-Care	534	
STRS	3,038	

Diane Dieckeyer		
W/C	214	
SUI	49	
Medi-Care	236	
STRS	1,345	
H&W	2,753	
Henry Rogers		
PERS	1,832	
FICA	1,065	
W/C	225	
SUI	52	
Medi-Care	249	
H&W	3,933	
Lauren Clark		
PERS	5,275	
FICA	3,064	
W/C	647	
SUI	148	
Medi-Care	717	
H&W	1,994	
TBD Grant Project Educational Trainer		
W/C	142	
SUI	32	
Medi-Care	157	
Other Costs Section B		
4230-Textbooks	31,000	
4590-Supplies	21,793	
4710-Meals	2,500	
5120- Lecturer	6,400	
5120-Mileage	550	
5649-Software Licenses	8,500	
5650- Transportation Contracts	8,000	
5890- Other Services	32,425	
6xxx-Equipment	40,000	
SUB-TOTAL OTHER COSTS	151,168	

TOTAL - SECTION A-B - STAFF SALARIES & BENEFITS	375,092	
SUB-TOTAL PROGRAM COSTS (SECTIONS A-B)	375,092	
INDIRECT EXPENSES @ 36.5%	136,908	
TOTAL PROGRAM COSTS	512,000	

**WIA/ARRA Community College Training
Cost Allocation Plan City Campus
2009/2011 BUDGET**

Cost Category	WIA FUNDING	NON-WIA FUNDING
TOTAL-SECTION A- STAFF COSTS		
Michael Wright, Director, Workforce Preparation Grants & Contracts ARRA Coordinator	5,616	
Cynthia Freeman Accounting Services Clerk ARRA Coordination staff	2,244	
Office Assistant II ARRA Coordination hourly	2,375	
Robert Grajeda Director Corporate & Business Development	12,317	
Susan Crowley Business Development Assistant	7,940	
SUB-TOTAL STAFF COSTS	30,492	
SUB-TOTAL STAFF BENEFITS	10,237	
Michael Wright		
W/C	74	
SUI	17	
Medi-Care	82	
STRS	463	
H&W	1,258	
Cynthia Freeman		
PERS	239	
FICA	139	
W/C	30	
SUI	7	
Medi-Care	33	
H&W	295	
TBD Hourly Clerk		
W/C	31	
SUI	7	
Medi-Care	35	
Robert Grajeda		
PERS	1,313	
FICA	764	
W/C	161	
SUI	37	
Medi-Care	179	
H&W	2,173	
Susan Crowley		
PERS	847	
FICA	492	
W/C	104	
SUI	24	
Medi-Care	115	
H&W	1,318	
Other Costs Section B		
4230-Textbooks	10,688	
4590-Supplies	34,050	
5120-Lectures	34,000	
5120-Mileage	220	
6xxx-Equipment	31,850	
SUB-TOTAL OTHER COSTS	110,808	
TOTAL - SECTION A-B - STAFF SALARIES & BENEFITS	151,537	
SUB-TOTAL PROGRAM COSTS (SECTIONS A-B)	151,537	
INDIRECT EXPENSES @ 36.5%	54,983	
TOTAL PROGRAM COSTS	206,520	

Exhibit 3
Workforce Investment Act (WIA) and American Recovery and Reinvestment Act (ARRA)
Internet Websites and Other Resources

Agency	Web Site
Riverside County Economic Development Agency- Workforce Development Division Policies/Procedures	http://www.rivcojobs.com/WorkforceCommunity/Policies/tabid/121/Default.aspx
Department of Labor Employment Administration	http://www.doleta.gov
Employment Development Department	www.edd.cahwnet.gov
National Association of Counties	www.naco.org
National Governor's Association	www.nga.org
U.S. Chamber of Commerce	www.uschamber.org
Small Business Administration	www.sba.gov/
Excluded Parties List System	http://www.epls.gov
National Archives and Records Administration site for the Code of Federal Regulations. Provides links to specific regulations, Federal Register Notices, public laws and Privacy Act issuances.	http://www.archives.gov/index.html
General Accounting Office (GAO) web site. Provides links to a financial audit manual, Comptroller General decisions and GAO audit reports.	http://www.gao.gov
Office of Management and Budget (OMB) web site. Provides links to all OMB circulars, compliance supplements and OMB policy.	http://www.whitehouse.gov/OMB
OMB site provides an index of all OMB circulars categorized by subject area. Provides links to actual circulars.	http://www.whitehouse.gov/OMB/html/index2.html
Department of Labor's (DOL) Office of Administrative Support and Management (OASAM). Provides links to DOL regulations for OMB circulars.	http://www.dol.gov/oasam
DOL/OASAM Indirect Cost Rate Determination Guide	http://www.dol.gov/oasam/programs/boc/costdeterminationguide/main.htm
Treasury Department financial information site. Provides links to other financial resource pages	http://www.fms.treas.gov
Federal Inspectors General site. Contains audit requirements, standards, and links to other audit-related sites	http://www.ignet.gov
OTHER RESOURCES:	
Cost Principles	
OMB Circular A-21	Cost Principles for Institutions of Higher Education
Administrative Requirements	
29 CFR Part 95	Uniform Administrative Requirements for Institutions of Higher Education, Hospitals and other Non-profit Organizations and Commercial Organizations (OMB Circular A-102)
Audit Regulations and Requirements	
29 CFR Part 96	Department of Labor Audit Resolutions
29 CFR Part 99	Audit Requirements for Recipients of Federal Financial Assistance (OMB Circular A-133)
OMB Circular A-50	Audit Follow-up
Miscellaneous Provisions	
29 CFR Part 93	Department of Labor Lobbying Regulations

29 CFR Part 98

Department of Labor Debarment and Suspension
Regulations

Exhibit 4
Resource List for Applicable Laws, Rules and Regulations

Note: This is only a partial list of applicable laws, rules and regulations governing this Agreement. Contractor is fully responsible for knowing any applicable statute or regulation or rule as it affects this Agreement.

The American Recovery and Reinvestment Act (ARRA) (Public Law 111-5)

Department of Labor (DOL) Training and Employment Guidance Letter (TEGL) 14-08 Guidance for Implementation of the Workforce Investment Act and Wagner Peyser Act Funding in the American Recovery and Reinvestment Act of 2009

The Workforce Investment Act (Public Law 105-220)

The Workforce Investment Act Final Rule – 20 CFR Part 652, et al., Thursday, April 15, 1999

The terms and conditions of this Agreement and all applicable federal, state, and local laws, regulations, and policies and amendments thereto.

Any provisions made by the County that were imposed upon the County by the State of California with respect to grant application for funds under the WIA and ARRA.

County of Riverside administrative procedures and technical assistance released in the form of field memorandums and policy manuals.

29 CFR Part 93, Lobbying restrictions and costs prohibited, including costs of salaries or expense related to any activity designed to influence legislation or appropriations pending before the Congress of the United States.

-
- A. Age Discrimination in Employment Act (1967) makes it unlawful for an employer with 20 or more employees to discriminate against individuals that are 40 years or older, with respect to hiring, compensation, terms, conditions and privileges of employment on the basis of age. The Act is enforced by the Equal Employment Opportunity Commission.
 - B. Americans with Disabilities Act (1990) makes it unlawful for an employer, with 15 or more employees, to discriminate against qualified individuals with disabilities with respect to hiring, compensation, terms, conditions, and privileges of employment. The Act is enforced by the Equal Opportunity Commission.
 - C. Americans Disability Act Amendments Act (ADAAA), Pub. L. 110-325, is intended to overturn a series of Supreme Court decisions that interpreted the Americans with Disabilities Act of 1990 in a way that made it difficult to prove that an impairment is a "disability." The ADAAA makes significant changes to the ADA's definition of "disability" that broadens the scope of coverage under both the ADA and Section 503 of the Rehabilitation Act.

- D. Anti-Kickback Act (1986) is defined to mean any money, fee, commission, credit, gift, gratuity, thing of value, or any compensation of any kind provided, directly or indirectly to any contractor, contractor employee, subcontractor or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in connection with a subcontract relating to a contract. The Act is enforced by the Federal Acquisition Regulations (FAR 52.203-7).
- E. Buy American – Use of American Iron, Steel, and Manufactured Goods: None of the funds appropriated or otherwise made available by the Recovery Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. See the Recovery Act Section 1605 – Buy American Requirements. NOTE: WIA Title I prohibition on construction, in accordance with 20 CFR 667.260, remains applicable to Grantees.
- F. Child Support Compliance Act: In accordance with the Child Support Compliance Act, the Contractor recognizes and acknowledges:
1. The importance of child and family support obligations and shall fully comply with applicable state, and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders. Reporting requirements are provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, State Assembly Bill 196, Chapter 478/1999, State Senate Bill 542 (expanded reporting requirements), and Chapter 480/1999 that added Section 1088.8 to the Unemployment Insurance Code.
 2. That to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment
- G. Civil Rights Act (1991) amended the 1964 Act, and the Americans with Disabilities Act (ADA) to allow compensatory and punitive damages, but places caps on the amounts that can be awarded. The Act also provides for jury trials in suits brought under these laws. In addition; during the performance of this subgrant/contract, Subgrantee/Contractor and subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, pregnancy disability and denial of family care leave. Subgrantees/Contractors and sub-contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subgrantee/Contractor and sub-contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, and Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this subgrant/contract or its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- H. Consolidated Omnibus Budget Reconciliation Act of 1985: The American Recovery and Reinvestment Act of 2009 (ARRA) provides for premium reductions and additional election opportunities for health benefits under commonly called COBRA. Eligible individuals pay only 35 percent of their COBRA premiums and the remaining 65 percent is reimbursed to the coverage provider through a tax credit. The premium reduction applies to periods of health coverage beginning on or after February 17, 2009 and lasts for up to nine months for those eligible for COBRA during the period beginning September 1, 2008 and ending December 31, 2009 due to an involuntary termination of employment that occurred during that period. The TAA Health Coverage Improvement Act of 2009, enacted as part of ARRA, also made changes with regard to COBRA continuation coverage.
- I. Confidentiality Requirements The State of California and the Subgrantee will exchange various kinds of information pursuant to this agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The source of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department (s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.
- J. Davis-Bacon Act (1931) applies to federal construction and repair contracts over \$2,000. The Act requires contractors to pay their employees a specific minimum wage prevalent for similar work in a specific geographic area. The Wage and Hour Division of the Department of Labor enforce the Act.
- K. Debarment and Suspension Certification: By signing this agreement, the Contractor hereby assures and certifies that the Contractor will comply with the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.510, that the Contractor, to the best of its knowledge and belief, that it principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft forgery, bribery, falsification, or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal State or local) with commission of any of the offenses enumerated in paragraph 2 above;

4. Have not within a three (3) year period preceding this Agreement had one or more public transactions (Federal State or local) terminated for cause of default;
 5. When the prospective primary Contractor or sub-contractor where applicable, is unable to certify to the foregoing certification such Contractor or Subcontractor will provide an explanation to the County prior to execution of this Agreement.
- L. Drug Free Workplace: By signing this agreement, the Contractor hereby assures and certifies that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. And 29 CFR Part 98) and will provide a drug-free workplace by taking the following actions:
- Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8350(a).
- Establish a Drug-Free Awareness Program as required by Government Code Section 8355 (b) to inform employees about all of the following: The dangers of drug abuse in the workplace; The person's or organization's policy of maintaining a drug free workplace; Any available counseling, rehabilitation and employee assistance programs; and Penalties that may be imposed upon employees for drug abuse violations
- Provide, as required by Government Code Section 8355©, that every employee who provide services under this Agreement will: receive a copy of the company's drug-free policy statement; and agree to abide by the terms of the company's statement as a condition of employment.
- M. Employee Polygraph Protection Act (1988) makes it unlawful for an employer to require, request, suggest, or cause an employee or applicant to submit to a lie detector test. In addition, it prohibits the employer from threatening or taking any adverse employment action against an employee or applicant who refuses to take a lie detector test. The Act is enforced by a private right of action in the federal district courts.
- N. Environmental Protection Regulations under the:
1. Clean Air & Water Act: The Contractor ensures that it complies with all applicable standards, order, or requirements under section 306 of the Clean Air Act (42) U.S. C. 1857(h), section 508 of the Clean .Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR part 15). The authorized representative, in signing this Agreement, certifies that he/she has read and that his/her agency is in compliance with all terms.
 2. Energy Policy and Conservation Act (pub. L. 94-163), County requires Contractor shall ensure that his/her agency is in compliance with all applicable standards, order, or requirements. The authorized representative, in signing this Agreement, certifies that he/she has read and that his/her agency is in compliance with all terms.
- O. Executive Order 11246 (1965, amended 1996) prohibits job discrimination by employers holding federal contracts or subcontracts on the basis of race, color, sex, national origin or religion and requires affirmative action to ensure equality of opportunity in all aspects of

employment. The Order is enforced by the Office of Federal Compliance Contract Programs of the Department of Labor.

- P. Executive Order 12549 – Government-wide debarment and suspension (non-procurement), and Government-wide requirements for drug free workplace (grants) protects the public interest and conducts business only with responsible persons.
- Q. Fair Labor Standards Act (1938) provides minimum wage and overtime requirements. Under FLSA, all non-exempt employees are entitled to cash overtime for all hours worked over 40 in a workweek. The Act, as amended by the Minimum Wage Increase Act of 1996, is enforced by the Wage and Hour Division of the Department of Labor and private lawsuits.
- R. The False Claims Act: Fraud Against the Government (FCA): A treatise providing current and comprehensive treatment of the law that has developed under the False Claims Act for practitioners representing defendants, relators, or the Government, as well as judges, academics, and others who may be interested in the development and application of its model of shared public and private law enforcement. Particular focus on liability to the government as well as to private individuals, damages, and other remedies, including civil penalties, the relator's share, and attorneys' fees and costs. Treatment is given to procedure in qui tam actions as well as the current state false claims laws modeled on the federal statute.
- S. Family and Medical Leave Act (1991) requires that employers, with 50 or more employees, provide up to 12 weeks of unpaid leave, with any 12-month period, to employees for the care of a newborn or adopted child, for the care of a seriously ill family member, or for treatment and care of the employee's own serious medical condition. The Act is enforced by the Wage and Hour Division of the Department of Labor.
- T. Federal Awards (Schedule of Expenditures): Grantees agree to separately identify the expenditures for each grant award funded under the ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for the ARRA funds by Federal award number consistent with the recipient reports required by the ARRA Section 1512(c).
- U. Hatch Act (1939, amended in 1993) applies to political activity of certain state and local government employees who are employed by state or local executive agencies in connection with programs financed in whole or in part by federal loans or grants. Some statutes make Act provisions applicable to persons employed by private, non-profit organizations that plan, develop and coordinate Head Start and certain other types of federal assistance. The Act is enforced by the U.S. Office of Special Counsel.
- V. Immigration Reform and Control Act (1986) requires employers to verify that applicants for employment are authorized to work in the United States. The Act provides civil and criminal penalties for knowingly employing unauthorized aliens and prohibits discrimination

based on national origin or citizenship if the alien is authorized to work. The Act is enforced by the Department of Justice and the Immigration and Naturalization Service.

- W. Jobs for Veterans Act (Public Law 107.288): By signing this agreement, the Contractor hereby assures and certifies that it will comply with the provisions of this Act and establish a priority for service for veterans (and some spouses) who otherwise meet the eligibility requirements for participation in the program.
- X. Labor-Management Reporting and Disclosure Act (Landrum-Griffin Act of 1959) establishes a set of rights for employees who are members of unions. They include the right to vote, attend meetings, meet and assemble with other members, and freely express views and opinions. This Act is enforced by the Office of Labor Management Standards of the Department of Labor.
- Y. Lobbying Restrictions: By signing this Agreement the Contractor hereby assures and certifies that it will comply with the lobbying restrictions that are codified in the DOL regulations at 29 CFR Part 93.
- No federal appropriated funds have been paid or will be paid, by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, an officer or employee of Congress, or an of a Member of Congress, in connection with this Agreement, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification or any federal contract, grant, loan or cooperative agreement.
 - If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress. Or an employee of a Member of Congress, in connection with this federal contract, grant loan and cooperative agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure to Report Lobbying". In accordance with its instruction.
 - The undersigned shall required that the language of this certification be included this Agreement if the Agreement includes compensation over \$100,000 (per OMB) at all tiers (including sub-contractors) under this Agreement and that all sub-contractors shall certify and disclose accordingly.
 - This certification is a material representation of fact upon which reliance is placed when this Agreement is executed. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- Z. Military Selective Service Act shall be insured by the Secretary that each individual participating in any WIA program or receiving any assistance or benefit under this chapter has not violated section three (50 U.S.C. App. 453) by not presenting and submitting to registration as required pursuant to such section. The Director of the Selective Service System shall cooperate with the Secretary in carryout out this section.
- AA. National Labor Relations Board: The Contractor (if not a public entity), by signing this Agreement, certifies that no more than one final un-appealable finding of contempt of court

by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

- BB. Occupational Safety and Health Act (1970) requires all employers to provide a work place that is free from recognized hazards that cause, or are likely to cause, death or serious physical harm to employees. The Act also establishes the Occupational Safety and Health Administration that is responsible for promulgating workplace safety standards and regulations for various industries. The Act is enforced by the Occupational Safety and Health Administration.
- CC. Older Workers Benefit Protection Act (1990) makes it unlawful for an employer to discriminate with respect to employee benefits based on age. It also regulates early retirement incentive programs. The Act is enforced by the Equal Employment Opportunity Commission.
- DD. Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193), the TANF program is a Federal block grant to States designed to provide temporary assistance while moving recipients into work and self-sufficiency.
- EE. Political Reform Act (of 1974, amended in 1996) requires each state and local agency to adopt a conflict of interest code. Conflict of interest codes are required to prohibit officials of any state or local government agency from making, participating or in any way attempting to use their official position to influence a governmental decision in which the official knows or has reason to know that he or she has a financial interest.
- FF. Pregnancy Discrimination Act (1978) makes it unlawful for an employer to discriminate based on pregnancy or childbirth. The Act is enforced by the Equal Employment Opportunity Commission. Rehabilitation Act of 1973, Section 503, as amended, states any contract in excess of \$10,000 entered into by any Federal department or agency for the procurement of personal property and nonpersonal services (including construction) for the United States shall contain a provision requiring that the party contracting with the United States shall take affirmative action to employ and advance in employment qualified individuals with disabilities.
- GG. Single Audit Act (of 1984 and amended in 1996 as Public Law 104-156) extends the Act to cover non-profit organizations under OMB Circular A-133 to include Higher Education and Other Non-profit Organizations. The Act raised auditing limits to \$300,000 and authorizes an adjustment every two years.
- HH. Title VII of the Civil Rights Act (1964) makes it unlawful for an employer, with 15 or more employees, to discriminate against individuals with respect to hiring, compensation, terms, conditions and privileges of employment on the basis of race, color, religion, national origin or sex. Title VII is enforced by the Equal Employment Opportunity Commission.
- II. Title IX, Education Amendments of 1972 states, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance (Title 20 U.S.C. Sections 1681-1688).

- JJ. Vietnam Era Veteran's Readjustment Assistance Act (1974) makes it unlawful for employers to discriminate against veterans of the Armed Forces in their employment practices. It also provides veterans with certain reemployment, seniority, health benefit, and pension rights with respect to prior employment. The Act is enforced by the Office of Veterans Employment and Training of the Department of Labor.
- KK. Veterans' Priority Provisions: "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215), as implemented by the Final Rule published on December 19, 2008 at 73 Fed. Reg. 78132. The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. The Planning Guidance (either the Stand-Alone Planning Guidance at 73 FR 72853 (December 1, 2008)) or the Unified Planning Guidance at 73 FR 73730 (December 3, 2008) requires states to describe the policies and strategies in place to ensure, pursuant to the Jobs for Veterans Act and the regulations, that priority of service is provided to veterans (and certain spouses) who otherwise meet the eligibility requirements for all employment and training programs funded by the U.S. Department of Labor. In addition, the states are required to provide assurances that they will comply with the Veterans' Priority Provisions established by the Jobs for Veterans Act (38 USC 4215).
- LL. Wage Rate Requirements: Subject to further clarification issued by the Office of Management and Budget and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Grantor pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 1606)
- MM. Whistleblower Protection Statutes (1989) protect employees of financial institutions and government contractors from discriminatory and retaliatory employment actions because of reporting violations of the law to federal authorities. The Act is enforced by the Wage and Hour Division of the Department of Labor. The Grantor Office of Inspector General shall receive any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. (ARRA Sec. 1553)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: VI-A-2

Date: November 17, 2009

Subject: Sabbatical Leave Report

Background: The attached sabbatical leave report is being submitted for information. It will be submitted as a consent item to the Board at the November 17, 2009 meeting.

Information Only.

Gregory Gray
Chancellor

Prepared by: Kristina Kauffman
Associate Vice Chancellor, Institutional Effectiveness

Ann Pfiefe
Sabbatical Report
2008-2009

October 19, 2009

Dear Members of the PG&SL Committee:

The following is intended to serve as my report for the sabbatical awarded for 2008-2009 academic year. In partial satisfaction of the requirements for the degree of Doctor of Philosophy in History, I pursued the completion of my dissertation at the University of California, Riverside under the direction of Clifford Trafzer, PhD. In an effort to conserve funds and with the support of my chair and the History Department, I did not officially register in coursework which was deemed unnecessary. I will formally return to UCR this spring quarter under “filing fee status” to officially complete the PhD process by turning in my completed dissertation. [Note: All coursework for the PhD was completed by the time of my arrival at RCC in 2001.]

With the support of the chair of my dissertation committee, the process began by refreshing and reviewing pertinent secondary sources related to the history of Native American Education in the United States. Please see “Attachment A” which reflects a majority of the works read for this purpose. I spent the majority of the fall semester reading and examining the resources available. During this period, it was also necessary to make adjustments to my dissertation committee. Prior to my sabbatical, I had established a committee; however, because the nature of my study changed, it was necessary to change the committee members. These changes were easily made and ultimately were for the better. The topic of my study, as well as the title, was solidified – “Girl Energy”: Female Students, Teachers, and the Gendered Curriculum at Sherman Institute, Riverside, California.

Beginning in January, 2009, I began the process of researching the primary sources available in the immediate area. The two main archives that provided the bulk of materials were the Sherman Indian Museum in Riverside, California and the National Archives and Record Administration in Laguna Niguel, California (National Archives, Pacific Region). Both archives preserve government documents associated specifically with Sherman and more generally with the Indian Service Schools and Bureau of Indian Affairs records. All of these documents proved critical to the study of Sherman. I visited NARA three times in February. Most of my efforts were spent sorting through Record Group 75 which is associated specifically with Sherman Indian High School and photocopying the documents of relevance. Of importance for my research were the Central Classified Files, 1907-1939; Monthly Teacher Evaluations, 1921-1931; Letters and Telegrams from the Commissioner of Indian Affairs, 1903-1909; Vocational Course Lecture Outlines, 1911-1912; Reports on Promotions and Examinations, 1917-1928; Records Concerning Miscellaneous Matters, 1930-1935 and Records Relating to Sylvia Anita Cutler (student), 1928-1933. [See Attachment: “Record Group 75: Sherman Indian School” – Finding Aid from NARA]

Of particular interest to me at the Sherman Indian Museum were the Employee Records. As of this writing, no publications exist that have directly used this primary source. Unlike other books and articles that either examine student or teacher experiences at Indian schools, my dissertation explores both teacher and student experiences. The employee record book provides basic information about the female employees at the institution which provides a glimpse into what type of women were influencing the girls at Sherman. [See Attachment “Employee Record Book Female Vital Statistics”] In addition to the Employee Record Book, I searched the Press Letter Books kept by the Superintendents, the copies of the school newsletter (supposedly compiled/written by the students) titled The Sherman Bulletin, and miscellaneous documents housed at the museum. I spent weeks at the museum and continue to research there as questions about my topic arise. In addition to the time spent with documents in the museum archive, I have had the opportunity to talk with volunteers who have experienced the Indian boarding school firsthand – either as students and/or staff.

The final months of my sabbatical were spent in the archives and in front of my computer where I attempted to process the research into a readable dissertation. I have completed drafts of the Introduction along with Chapters 1-3. Chapters 4 and 5 have been outlined and are in the early stages of being written. While I am considering certain conclusions, I will leave the conclusion for the end - until the rest of the dissertation is completed. [See Attachment “Proposal” which provides an overview of the project and outlines intended chapters]

Overall, the professional value of my pursuits is immeasurable. By investigating an educational system that most people today would agree was egregious, one can examine the consequences (both positive and negative) of what was done to, and on the behalf of, Native Americans and the lasting impact of the system that remains today. The young women were clearly influenced by the gendered curriculum officially instituted at Sherman – many believing that the only way to be a “good woman” was to abide by the strict societal and educational guidelines established by the dominant middle and upper class white society in control of the schools. However, it becomes clear that while the white women who had power over the Indian students certainly influenced them, these white employees (teachers, staff members and volunteers) did NOT totally erase the influences of the Indian women in the communities from which the girls came.

I have expanded my own personal knowledge of the topic of Native Americans and the US educational system which I will directly apply to my classroom teaching in both History 6 and History 7 – the two core survey courses in US History at RCC. On the district level, the completion of my degree adds to the credibility and standing of institution. On a larger level, my hope is that with the knowledge I have gained that I can help build bridges with the Native American groups in the community and improve the relationships between the institution and these tribal nations. Native American students are one of the smallest populations in the district attending college. While there is more than just one reason for this phenomenon, part of the

problem rests in the historical division between the educational institution and tribal communities created by years of manipulation and misunderstanding by the parties involved.

In closing, I would like to extend my gratitude for the opportunity to pursue my own academic goals this past year while on sabbatical leave. My thanks begin with the PG&SL Committee for approving my application for 100% leave but extend to so many other areas of the college community including: the Humanities and Social Sciences Department at Moreno Valley - especially my chair and fellow historian Gregory Elder who had to find replacements for my teaching and other academic responsibilities, the administration at both Moreno Valley and the district level who provided support and approval to “lose” a fulltime faculty member at a critical time in the accreditation process (not to mention the separate economic crisis that ensued), and finally to the Board of Trustees who provided final approval for my sabbatical leave. It says a great deal about our institution that while our focus is rightfully and solidly on teaching, we recognize the importance of professional growth and development – in my case, this growth came in the form of historical research and writing.

Sincerely,

Ann Louise Pfeifle
Associate Professor, History
Department of Humanities and Social Sciences
RCCD - Moreno Valley Campus

“Girl Energy”¹: Female Students, Teachers and the Gendered Curriculum at Sherman Institute, Riverside, California

Although there have been dramatic additions to First Peoples’ “visibility” in United States and educational history over the past fifty years, few historical works exist that specifically examine Native American women’s educational opportunities in the Indian school system in the late 19th and early 20th centuries. There are exceptional works that examine the broad history of the Indian boarding schools; scholars frequently document places such as Carlisle Indian Industrial School and individuals like Richard Henry Pratt, Helen Hunt Jackson, Luther Standing Bear and the La Flesche family. Despite these studies, little has been put to paper about the specific experiences of Native American girls and the women who were recruited or volunteered to be teachers in these schools. The paucity of materials on this topic implies that girls’ experiences in this period were much like boys’ experiences at the schools – written in broad strokes – but it is important to tease out the particulars of girls, especially in the larger context. To assume that Indian education offered the same things to girls and boys is to ignore the complexities and diversity of the system itself. It denies the impact that a gendered curriculum had on those who were inundated with it. Because many of the studies of Indian education are not constrained by a gendered analysis, certain aspects of women’s lives and experiences are obscured.

Also, there is scarce mention of the relationships – positive or negative - that developed between the female students and the female teachers. While a number of historians reveal how students often felt about or remembered their teachers, matrons, superintendents and other staff

¹ As quoted in Brenda J. Child’s *Boarding School Seasons: American Indian Families, 1900-1940*. Lincoln: University of Nebraska Press, 1998, p. 31

members – especially through the use of oral histories – there is more to be explored.² I will address this gap in the scholarship by demonstrating the significance and impact of the Indian educational programs established at one off reservation boarding school, specifically those programs created for girls at Sherman Institute in Riverside, California. Additionally, I will explore the lives of the women who influenced the girls at Sherman paying special attention to the teachers who taught at the school. The explicit study of girls seems essential considering that girls made up half of the student population at the various schools [need Sherman numbers] and that many (find percent?) of the Indian Service School employees were women. The investigation of gender adds to the complexity and understanding of Indian education at the turn of the last century. What I offer will be a combined examination of Indian students and Anglo-teachers (employees?) at Sherman – looking at the relationship between two very different groups of women (often separated by age, race, and class) who both fell prey to the paternalism of the late 19th and early 20th centuries as well as an exploration of the gendered curriculum/experience developed at Sherman which attempted to replicate the larger, dominant white society.

When one considers American Indian education in the United States in the late 19th and early 20th centuries, the history concerning off-reservation boarding schools is often at the center of the discussion. As David Wallace Adams argues in his seminal book, *Education for Extinction: American Indians and the Boarding School Experience 1875-1928*, there were three models for educating indigenous people at the end of the nineteenth century. (Include who established the system – from Kevin’s discussion) The models included the day school, the reservation boarding school and the off-reservation boarding school. However, the supporters of

² Note examples here

government involvement in Indian education often advocated the off-reservation model as the optimum model because the reservation, and day schools or on-reservation boarding schools proximity to all that the reservation offered, only prolonged tribal relations thus restricting the ability to “overcome savagery” and to assimilate as Americans.³ This was certainly the case with Richard Henry Pratt and the development of the most famous off-reservation boarding school for Indians that opened in 1879, Carlisle Indian Industrial School. The topic of off-reservation boarding schools and their impact has been examined from a myriad of perspectives on a continuum of standpoints including those who argue that the educational policies of the federal government were “genocidal”⁴ in nature and the experience traumatic and scarring to Indian youth to those who counter that Indians “turned the power” by using the experiences at Indian schools (boarding and day schools) to “grow in wisdom and benefit their people.”⁵ While most, if not all, historians would recognize the government’s intention to “kill” Indian cultures and societies in an effort to assimilate them into “American” society; some might take issue with Churchill’s argument of outright genocide. On the other end of the spectrum, an example of turning the power is provided by Brenda J. Child in her book *Boarding School Seasons*. She argues that some Indians looked to the boarding schools as a remedy for social problems and pushed for vocational education for their children. She argues that especially when beset with family problems or economic hardship Indians used the boarding schools to alleviate the difficulties faced by the family and/or tribe.⁶ Also, the authors of *Boarding School Blues* provide

³ Adams, David Wallace. *Education for Extinction: American Indians and the Boarding School Experience 1875-1928*. Lawrence: University Press of Kansas, 1995, p. 52-53.

⁴ Churchill, Ward. *Kill the Indian, Save the Man: The Genocidal Impact of American Indian Residential Schools*. San Francisco, City Lights Books, 2004.

⁵ [Back cover of *Boarding School Blues*].

⁶ Child, p. 12-16.

other such examples of Indian agency and power in less-than-optimal situations – illustrating that as hard as the federal government tried, it often failed in destroying all things Indian.⁷

“Kill the Indian, Save the Man”

As one explores the literature that dominates the field of Native American children in the US educational experience, one notices a common oversight, as has been the case in many fields of US history – a lack of specification on the unique experiences of girls. Even in some of the best works on the topic, the specific experiences of young women and girls are overlooked or at best briefly glossed over. For the most part, there has been a consistent neglect to include the specific experience of girls. This is abundantly clear to those who study Native American educational history. Most students of Indian history are quite familiar with Richard Henry Pratt’s position regarding the policy of Indian education realized in his legendary quotation, “Kill the Indian, Save the Man.”⁸ His statement does more than provide an insight into the mainstream philosophy toward Indian education – it illustrates the gendered ideology of the era and the gendered nature of the history that continues to be written. While there are many broad generalities that can be made about the boarding school experiences of indigenous young people, girls had decidedly matchless experiences when compared to those of boys. As Carol Devens notes in her article entitled “If We Get the Girls, We Get the Race: Missionary Education of Native American Girls” in *American Nations*, there are multiple, cogent studies on women in education and Native American women but few studies that examine both at concurrently. The irony of the neglect of girls in the study of Indian education by scholars is that many of the scholars realize the critical roles of women in indigenous societies but have often overlooked the

⁷ Trafzer, Clifford E., et al. *Boarding School Blues: Revisiting American Indian Educational Experiences*. Lincoln: University of Nebraska Press, 2006, provide specific examples and cite.

⁸ FIND ORIGINAL CITATION – Richard Henry Pratt

importance of those roles when Indians were in contact with white society through the institution of education.

While there are certainly areas that deserve more study, there are a number of strong pieces of academic research that have been done which specifically examine women and education. Some of the best scholarship to examine gender in relation to Indian education includes Brenda J. Child's *Boarding School Seasons*, Katherine Osburn's *Southern Ute Women*, K. Tsianina Lomawaima's *They Called It Prairie Light: The Story of Chilocco Indian School*, Carol Devens' article "If We Get the Girls, We Get the Race": Missionary Education of Native American Girls' originally published in the *Journal of World History* and Katherine Paxton's essay "Learning Gender: Female Students at the Sherman Institute, 1907-1925" in *Boarding School Blues: Revisiting American Indian Educational Experiences*.⁹ While superb in a number of areas, these works do not provide a complete picture of the relationship between gender and Indian education. Osburn solely focuses on Southern Ute women on the reservation, not specifically on the educational system. Child examines American Indian families between 1900 and 1940 and how government education policy and boarding schools impacted these families (mostly Ojibwa) and vice versa. She specifically includes a nuanced chapter on girls' experiences aptly titled "You're a Woman, You're Going to Be a Wife".¹⁰ Lomawaima's work includes the remembrances of many alumni from the Chilocco Indian School to explore the impact the school had on the students' identity during the 1920s-1930s. Her scholarship is extraordinary; however, she too blends the history of boys and girls. Paxton and Devens are examples of the few historians who begin to scratch the surface regarding the intricate relationship between race, gender and Indian education.

⁹ Child and Trafzer already listed – list other books.

¹⁰ Child, p. xiii & 81-100.

In the late-nineteenth and early twentieth centuries, being both Indian and female were equally powerful influences on one's experiences. Even though it was widely accepted by those in charge of Indian education that the key to gaining control of the tribe was through the education and assimilation of the women, they included girls in education but with just a few exceptions historians have failed to focus specific attention on the education of girls, how the girls reacted to the assimilationist programs, and how they reacted to their Anglo-female role models. This glaring absence is interesting considering how important government officials and reformers felt the women of the tribes were in assimilation efforts – which was the initial and primary goal of Indian education programs. As Osburn notes, although women were often left out of the political and economic administration of the reservation, Indian women were seen as the “potential ‘civilizers’ of Native Americans by the Office of Indian Affairs (later called the Bureau of Indian Affairs).” She continues by stating, “Many [Anglo] Americans believed that the middle-class family, women's ‘sphere’, was the cradle of civilization.”¹¹ The intention was that by imposing middle class, Anglo American values on the children in boarding schools and forcing them to model these values as their own, they would be “civilized.” For girls this meant accepting the gendered ideology of “separate spheres” which often directly conflicted with many things learned and held important by indigenous groups. While there have been a number of examinations of the Indian educational system, to fully realize the impact and intricacies of the system, the inclusion of gender and the gendered ideology which dictated the lives of ALL women at the off reservation boarding schools is necessary – not only the students but the teachers and other women of influence as well (including assistants, matrons, etc). One must recognize the complex nature of the system as a whole. While living and working within an

¹¹ Osburn, p.1-3.

overarching paternalistic system, women who were employed by the US government's Indian education system (known as the I.S.S.) were at times in "power positions" – the best example of which is Superintendent Estelle Reel. However, off reservation boarding schools were structured around the same sexist philosophy that directed the lives of women in the larger US society.¹²

Additionally, one important aspect that deserves greater attention is how the Indian school experience is situated the larger historical picture of the late 19th and early 20th century period – especially as it was experienced by young women. As Katrina Paxton argues in her essay "Learning Gender: Female Students at the Sherman Institute, 1907-1925," the teachers at Sherman Institute in Riverside, California "engaged in gendered cultural assimilation of the female student body."¹³ She examines this through the involvement of the YWCA and the "outing system." The outing system was another attempt to "civilize" the Indian children. For teenage girls, the outing program usually meant being placed in a middle-class household and working as a domestic servant.¹⁴ Girls who participated in the system first attended domestic classes "which included childrearing, sewing, foods and cooking, and home nursing" at school which could then be employed in their experiences as domestics in Anglo homes and ultimately (it was hoped) in raising their own families along Anglo-American traditions.¹⁵ These families would then serve as role models for others on the reservations who had not been "blessed with the opportunities" the young girls had been provided. While Paxton does some strong work, this aspect of boarding school life requires further examination. In addition to the basic Victorian era's domestic gender ideologies of "the cult of true womanhood" and "separate spheres" into

¹² Ibid. p.4.

¹³ Trafzer, p. 176.

¹⁴ Archuleta, Margaret L., Brenda J. Child and K. Tsianina Lomawaima, eds. *Away From Home: American Indian Boarding School Experiences*, Phoenix: Heard Museum, 2004, p. 35.

¹⁵ Ibid. p. 34-35.

which Indian girls were subsumed through organizational involvement from the YWCA and the “outing system” at Sherman Institute, there were other ways of “establishing and reinforcing America notions of gender ideology” that deserve more attention. These systems include: the influence of female teachers, staff, and participating white families in the outing program, as well as other forms of organizational involvement driven by white women such as the General Federation of Women’s Clubs and the Women’s National Indian Association. One also needs to examine sources not often considered such as magazines that were certainly written to perpetuate the gender norms, the greater/outside society both Indian and white (access to things while in people’s homes and the impact of other Indian women’s experiences), girls choosing schooling against their family’s wishes as was the case with Zitkala-Sa, the textbooks from which the teachers worked in addition to the curriculum orders designated as appropriate from BIA Superintendents and other officials. Also, one must consider the classes that the girls took and the clubs that they formed (or were formed in their “interests.)

As one reads the recollections of teachers and students and about the experiences of the women involved in Indian education around the turn of the last century, it is apparent that these two, diverse groups actually had quite a good deal in common. Though, few in either group seemed to recognize such similarities. For example, both the Anglo teachers and the Indian girls often faced loneliness upon arrival at the school. They often were surprised and confused by each other – white teachers convinced of the girls “savagery” and the girls unclear of the teacher’s intentions, dress, and actions. Both groups of women were assumed to be passive by nature because of their sex – though it is doubtful that either group would have accepted such a label. The female teachers and the students were often overworked, underappreciated, and ill because

of the expectations placed upon them at the schools.¹⁶ Each group of women faced attacks on their identities – though it is clear that the young students faced the most direct of these assaults.

However, one must realize there were countervailing ideas at work that had tremendous effect on the girls. While in some ways the off-reservation boarding schools supported the ideas of “separate spheres,” in another way they challenged the notion of the separateness of men’s and women’s worlds (also Indian and white) by providing a place for women to develop a “female consciousness” which could then be used in the “outside” world. For example, young women could refuse positions in the outing system. If a family asked “too much” of the girl, she could ask to be removed – a request that was usually granted.¹⁷ [Expand: continuing to use language in private, sneaking food, disobeying rules, sexual activity, etc..]

Teaching the “White Woman’s [sic] road.”¹⁸

Like the Northern teachers who ventured to the South during Reconstruction, many of those who taught at Indian schools were middle class, white women. A question that needs to be explored is why these women chose to serve in the Indian schools. For many, it was certainly to help with the “moral uplift” and assimilating benefits that they believed the right education provided for the Indian children. Additionally, one also has to consider the lack of economic or professional alternatives for these women in the era. The schools certainly benefited (though it depends on one’s perspective) from the lower wages that were paid to women. The administrators could use the women for “double” duty – not only were they teachers but also dormitory matrons. There were few duties that were not expected to be handled by the teachers.

¹⁶ Hoxie, Frederick J., Peter C. Mancall, and James H. Merrell, eds. *American Nations: Encounters in Indian Country, 1850 to the Present*. New York: Routledge, 2001, p. 161-65.

¹⁷ Provide citation – *Blues* and others

¹⁸ Hoxie, p. 143. [Need to make clear because of two books – check guide]

They served as role models; they helped cook, clean, and even taught Sunday school. However, did these women, by their example as unmarried, independent women, earning a living, subconsciously offer the young women a vision outside the approved curriculum? How were they viewed by the young Indian girls? In what ways was it planned that women could be used to infuse the young girls' education (by example) with the gendered ideology of the era?¹⁹ One can certainly ask these questions with regard to one of the most prominent women connected with Indian education in the era, Estelle Reel. She was appointed Superintendent of Indian Schools by President William McKinley and served from 1898 until 1910. Reel's political appointment was high enough to require Senate ratification – the first woman to achieve such a position on the federal level.²⁰

Due to the location of most off reservation boarding schools, the female teachers often lived “lonely lives” - not necessarily accepted by the Indian students and often considered inferior (if considered at all) by the white males in true positions of power within the systems of government bureaucracy. Besides being restricted by their work at the boarding schools, they were generally limited by the confines of a society defined by gender expectations. Although there were women who did become school principals and superintendents, few women were in official positions of decision making power in Washington – at the heart of Indian education in the OIA/BIA. What I intend to show is that while these women were certainly outside the parameters of formal/official decision making, they had an influence on the young women in these schools – more than is often considered. Considering that the off-reservation boarding schools received little funding, even less interest from the general public, and were constrained

¹⁹ Hoxie, p. 176. In Margaret D. Jacobs essay “Making Savages of Us All,” she notes this idea when she discusses the WNIA's goal of “women's work for women.”

²⁰ Archuleta, et al p. 31.

by the paternalistic ideals of the era, it is significant that these women were able to influence (positively or negatively) anyone.

The teachers and schools aimed to inculcate and assimilate Indian children into the desired “American” qualities of the day. In one sense, the specific schools centered on the education of minorities (Native Americans, women, blacks) did not differ greatly from the public schools of the era that focused attention on the development of good character and promotion of economic self-help.²¹ [Make an argument connecting the women teachers and Indian students and the opportunity to “make them self-supporting.”²²] However, the initial goal of the schools was assimilation of the students to Anglo-American ideals which Pratt and some government officials believed would lead to the blending of the Indian into public school classrooms. But in an era when “native American” meant being white and Protestant, few “all-white” classrooms welcomed Indian students no matter how ‘civilized’.²³ Unlike the Freedmen’s schools of the Reconstruction era, the Indian schools were not established to promote separation or segregation of the races. Pratt made this clear in 1878 while at Hampton Institute.²⁴ Though while northern societies that sent teachers south discouraged prejudice against African American students, the same cannot be said for those women who taught at the Indian boarding schools. While Pratt’s goal when founding Carlisle had been full integration, most in the government and the nation apparently wanted segregated classrooms that off-reservation schools provided.²⁵ This was very much the case by the time Estelle Reel became Superintendent in 1898. There was a dramatic and detrimental shift in goals when Reel arrived. While Pratt believed that Indians had the

²¹ Foner, Eric. *Reconstruction: America’s Unfinished Revolution: 1863-1877*. Perennial, p. 146

²² Collins, Gail. *America’s Women: 400 Years of Dolls, Drudges, Helpmates, and Heroines*. William Morrow, p. 109.

²³ Hoxie, p190-191.

²⁴ Adams, PAGE? & Foner, p. 146.

²⁵ Hoxie, p.190-91.

potential for equality, Reel believed wholeheartedly in the racial inferiority of the indigenous communities which impacted Sherman and other off reservation schools in unquestionably negative ways.

WHY A CASE STUDY?

While it would be difficult to chronicle all aspects of Indian education (they are as varied as the individuals who attended), by providing an examination of one institution within one city over time (a case study), I endeavor to illustrate the significance of girls' experiences at Sherman Institute, the impact of the gendered curriculum and the interactions between the female students and female teachers, especially through the use of the Sherman archives. Sherman Institute is a unique choice of schools for study for a number of reasons. Sherman was one of the last off-reservation boarding schools built and is one of seven federally funded off-reservation boarding schools for primary and secondary students which remain open today. While Clyde Ellis argues that off-reservation schools have often received excessive attention considering that they enrolled only a small percentage of the school-age population, the off-reservation boarding schools arguably deserve continued attention as they were believed by their founders to make the children who attended more "educable."²⁶ Originally founded as the Perris Indian School in 1892, Sherman Institute opened in Riverside in 1902 after moving from Perris, California for a number of reasons. Though the institution has most certainly changed over time, its continued existence provides a number of benefits to the scholar – especially the maintaining of a school archive.

²⁶ Ellis, Clyde. *To Change Them Forever: Indian Education at the Rainy Mountain Boarding School, 1893-1920*. Norman: University of Oklahoma, 1996, p. 20.

Also of use for this study will be OIA/BIA documents specific to Sherman from the National Archives and Records Administration – those specifically addressing educational issues – located in Laguna Niguel, women’s group archives (i.e. YWCA and Federation of Woman’s Clubs) located in the Riverside Public Library and Riverside Municipal Museum archives as well as textbooks from the era that would have been used at the school.

What I intend to complete is a study of the boarding school experience from the perspective of female Native American students and the female teachers who were impacted by the US government’s gendered policies, especially with regard to education. I intend to illustrate that there was more going on at Sherman Institute than just an ‘educational crusade’ – this was a complex, gender identity crusade promoted through various means.²⁷ The following is the proposed chapter breakdown of the study:

Introduction

Chapter 1: History of Sherman Institute and the Indian Service Schools: A Brief History of US Indian Education

Chapter 2: Women in Education in the late 19th and early 20th centuries

Chapter 3: “They do cooking, washing, ironing and all such work²⁸”: Academic and Vocational Training for Girls at Sherman

Chapter 4: The Outing Program for Girls at Sherman

Chapter 5: Clubs and Activities

Chapter 6: “The White Women’s Road:” Female teachers and other employees at Sherman

Conclusion

²⁷ Lomawaima used this term – provide citation.

²⁸ *Sherman Bulletin* volume 5 number 10, March 08, 1911.

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RIVERSIDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
RESOURCES COMMITTEE MEETING

November 3, 2009 – 7:15 p.m.

(or immediately following the conclusion of the Planning Board Committee Meeting)
Student Services 101, Moreno Valley Campus

Committee Members:

Chair: Mark Takano, Secretary, Board of Trustees
Vice Chair: Jose Medina, Member, Board of Trustees
Staff Members: James Buysse, Vice Chancellor, Administration and Finance
Melissa Kane, Vice Chancellor, Diversity and Human Resources
Academic Senate: Travis Gibbs, (Moreno Valley Campus)
Tim Brown (Riverside)
Patricia Worsham (Norco)
ASRCCD: Meghan Sheeran
CTA: Cynthia Mahon (Moreno Valley)
Amber Casolari (Riverside)
Shari Yates (Riverside)
CSEA: Gustavo Segura (Moreno Valley)
Tamara Caponetto (Norco)

AGENDA

VI. Board Committee Reports

B. Resources Committee

1. 2008-2009 Proposition 39 Financial and Performance Audits
- The Committee to consider independent Proposition 39 Financial and Performance Audits of the Measure C general obligation bonds for the year ended June 30, 2009.
2. Property Tax Revenues
- The Committee to be presented with information relative to the decline in property tax revenues, the implications for the District's Measure C bond program and its operating cash flow.
3. State Apportionment Deferrals – District Impact
- The Committee to review the District's cash flow impact as a result of multi-year budget reductions and the apparent permanency of apportionment deferrals as a state budget balancing strategy.
4. Moreno Valley Parking Structure and Surge Space – Multiple Prime Construction Management Agreement – C. W. Driver
- The Committee to review an agreement for construction management multiple prime services.

5. Food Services Remodel Project (Moreno Valley Campus) – Change Order No. 1
 - The Committee to consider a change order extending a contract date for an additional 60 calendar days.
6. Interim Food Service Facility (Moreno Valley Campus) – Change Order No. 1
 - The Committee to consider a change order requested by District staff.
7. Moreno Valley Campus Safety and Site Improvement Project – Change Order No. 1
 - The Committee to consider a change order extending a contract by seven (7) calendar days.
8. Phase III – Norco/Industrial Technology Project – Change Orders
 - The Committee to consider change orders described in a Change Order Summary for this project.
9. Norco Campus Soccer Field Project (Phase II) – Change Order No. 2
 - The Committee to consider a change order described in a Change Order Summary for this project.
10. Norco Student Support Center – Design Amendment No. 3
 - The Committee to review an amendment to provide additional architectural and engineering services.
11. Riverside Nursing/Science Building Project – Design Amendment No. 5
 - The Committee to review an amendment to a design services agreement.
12. Wheelock Gymnasium, Seismic Retrofit (P.E. Complex – Phase II) Project – Design Amendment No. 1
 - The Committee to review an amendment to a design services agreement.
13. Comments from the public

Adjourn

Prepared by: Charlotte Zambrano
Executive Administrative Assistant
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: November 17, 2009

Subject: 2008-2009 Proposition 39 Financial and Performance Audits

Background: In accordance with the provisions of Proposition 39, independent financial and performance audits of the Measure C general obligation bonds were performed by Vicenti, Lloyd and Stutzman LLP. The audit report was presented to the Citizens Bond Oversight Committee at their regularly scheduled meeting on October 15, 2009. A representative of the firm will be available to present the reports. Results of the audits are summarized below.

Audit Findings

There were no findings or questioned costs related to the audits of the Measure C general obligation bonds for the year ended June 30, 2009.

Recommended Action: It is recommended that the Board of Trustees receive the independent Proposition 39 Financial and Performance Audits of the Measure C general obligation bonds for the year ended June 30, 2009.

Gregory W. Gray
Chancellor

Prepared by: Bill J. Bogle, Jr.
Controller

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**REQUIRED COMMUNICATIONS
TO THE BOARD OF TRUSTEES AND THE
MEASURE C CITIZENS' BOND OVERSIGHT COMMITTEE**

AND SELECTED FINANCIAL INFORMATION

For the Year Ended June 30, 2009



October 2, 2009

The Board of Trustees
The Measure C Citizens' Bond Oversight Committee
Riverside Community College District
Riverside, California

Dear Committee Members:

This report is intended to ensure that the Board of Trustees and the Measure C Citizens' Bond Oversight Committee of Riverside Community College District (the "District") receives additional information regarding the scope and results of the audit of the General Obligation Bond Funded Capital Outlay Projects that may assist in overseeing the financial reporting and disclosure process for which management is responsible. These communications relate to the financial statement audit of the General Obligation Bond Funded Capital Outlay Projects that has been performed by Vicenti, Lloyd & Stutzman LLP ("VLS") for the year ended June 30, 2009, and other relevant information relating to VLS' relationship with the District. Our objective is to communicate certain information that is required to be communicated to those charged with governance by professional auditing standards.

If you would like any information or would like to discuss any of the matters raised, please do not hesitate to contact Renee Graves or Patricia Stover at (626) 857-7300.

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

Vicenti, Lloyd & Stutzman LLP
VICENTI, LLOYD & STUTZMAN LLP

**ITEMS TO BE
COMMUNICATED**

AUDITOR'S RESPONSE

The Auditor's Responsibility Under Generally Accepted Auditing Standards ("GAAS")

The auditor should communicate the level of responsibility assumed for the internal control structure, illegal acts, and other matters under auditing standards generally accepted in the United States of America.

Our level of responsibility is communicated annually through our engagement letter. An audit conducted in accordance with GAAS and GAGAS is designed to obtain reasonable, rather than absolute, assurance about the financial statements. However, audits are based on the concept of selective testing of the data being examined and are, therefore, subject to the limitation that material errors or fraud or other illegal acts having a direct and material financial statement impact, if they exist, may not be detected. Also, because of the characteristics of fraud, an audit designed and executed in accordance with auditing standards generally accepted in the United States of America may not detect a material fraud. For these reasons, we cannot ensure that errors, fraud or other illegal acts, if present, will be detected.

Significant Accounting Policies and Unusual Transactions

The auditor should determine that the Board of Trustees and Citizens' Bond Oversight Committee is informed about the initial selection of and changes in significant accounting policies as well as the methods which are used to account for significant unusual transactions.

Significant accounting policies are described in Note 1 to the financial statements and we noted no changes in significant accounting principles during the year June 30, 2009. We found the accounting policies as applied by management in the recording, reporting and the disclosure of transactions to be reasonable and appropriate.

**ITEMS TO BE
COMMUNICATED**

AUDITOR'S RESPONSE

Management Judgments and Accounting Estimates

The Board of Trustees and Citizens' Bond Oversight Committee should be informed about the process used by management in forming particularly sensitive accounting estimates and about the basis for the auditor's conclusions regarding the reasonableness of those estimates.

Accounting estimates are required for establishing the accruals of receivables and liabilities. We believe management's estimates are reasonable, based on our audit. However, estimates are subject to change because of future events, and the ultimate amounts realized may differ from those provided.

Difficulties Encountered in Performing the Audit

Serious difficulties encountered in dealing with management that related to the performance of the audit are required to be brought to the attention of the Board of Trustees and Citizens' Bond Oversight Committee.

None were noted.

Disagreements with Management

Disagreements with management, whether or not satisfactorily resolved, about matters that could be significant to the entity's financial statements or the auditor's report should be communicated to the Board of Trustees and Citizens' Bond Oversight Committee.

There were no such disagreements.

Irregularities and Illegal Acts

The Board of Trustees and Citizens' Bond Oversight Committee should be adequately informed of irregularities and illegal acts coming to the auditor's attention during the course of the audit.

Nothing came to our attention.

**ITEMS TO BE
COMMUNICATED**

AUDITOR'S RESPONSE

Significant Audit Adjustments

The Board of Trustees and Citizens' Bond Oversight Committee should be adequately informed about adjustments arising from the audit that could individually or in the aggregate, have a significant effect on the entity's financial reporting process.

Statement on Auditing Standards No. 89 on Audit Adjustments was issued in order to improve communication, consideration and disposition of audit adjustments. No audit adjustments or proposed adjustments came to our attention.

Other Required Communications

Potential effect on the financial statements of any significant risks and exposures.

Nothing came to our attention.

Material Uncertainties Related to Events and Conditions, Specifically Going Concern Issues

Audit standards require additional procedures to be performed when identified conditions and events indicate there *could be* a substantial doubt about the District's ability to continue as a going concern.

Our audit scope was limited to the General Obligation Bond Funded Capital Outlay Projects; therefore, no extended procedures were performed related to doubt about the District's ability to continue as a going concern.

Deficiencies in Internal Control

Any significant deficiencies or material weaknesses in the design or operation of internal control that came to the auditor's attention.

No significant deficiencies or material weaknesses were noted.

**ITEMS TO BE
COMMUNICATED**

AUDITOR'S RESPONSE

Independence

Generally accepted auditing standards require independence for all audits.

Vicenti, Lloyd & Stutzman LLP is independent with respect to the District. Our quality control processes are established to ensure our continuing independence if any supplemental consulting services are performed.

Major Issues Discussed with Management Prior to Retention

The auditor should discuss any major issues that were discussed with management in connection with the recurring retention of the auditor.

There were no such issues discussed with management prior to our recurring retention for the audit.

Consultation with Other Accountants

The auditor should discuss their views with the Board of Trustees and Citizens' Bond Oversight Committee if the auditor becomes aware that management has consulted with other accountants about auditing and accounting matters.

We are not aware of the management consulting with any other accountants about auditing and accounting matters related to the General Obligation Bond Funded Capital Outlay Projects.

Management Representations

Management makes representations to the auditors regarding the fair presentation of the financial statements, application of generally accepted accounting principles and management's responsibility for establishing and maintaining effective internal controls.

These representations are available on request from management.

**ITEMS TO BE
COMMUNICATED**

AUDITOR'S RESPONSE

Management Letter Comments

No management letter was issued related to the audit of the General Obligation Bond Funded Capital Outlay Projects for the year ended June 30, 2009.

Other Reports

No other reports were issued.

Other Matters

Although we understand the difficulty in maintaining committee members as required by Education Code Section 15282, we noted that a quorum was not present for a majority of the Citizens' Bond Oversight Committee meetings during the 2008-09 fiscal year and that there was not always representation from the seven constituencies required. We support the Board of Trustees and managements' effort to maintain the committee as mandated.

Other Information in Documents Containing Audited Financial Statements.

The Board of Trustees and Citizens' Bond Oversight Committee should be informed as to the auditor's responsibility for information in a document containing audited financial statements, as well as any procedures performed, and the results.

If the audit report is to be included in an Annual Report, we are to be provided a draft copy to review to insure the reprinted financial statements are complete and accurate.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RIVERSIDE COUNTY

**REPORT ON PROPOSITION 39 FUNDING
FINANCIAL AND PERFORMANCE AUDITS**

June 30, 2009

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**REPORT ON PROPOSITION 39 FUNDING
FINANCIAL AND PERFORMANCE AUDITS**

June 30, 2009

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**INDEPENDENT AUDITORS' REPORT ON
PROPOSITION 39 GENERAL OBLIGATION BOND
FUNDED CAPITAL OUTLAY PROJECTS**

The Board of Trustees
The Measure C Citizens' Bond Oversight Committee
Riverside Community College District
Riverside, California

We have audited the accompanying Balance Sheet, Statement of Revenues, Expenditures and Change in Fund Balance and Statement of Revenues, Expenditures and Change in Fund Balance – Budget and Actual for the General Obligation Bond Funded Capital Outlay Projects of the Riverside Community College District as of and for the fiscal year ended June 30, 2009. These statements are the responsibility of the District's management. Our responsibility is to express an opinion on these statements based on our audit.

We conducted our audit of the General Obligation Bond Funded Capital Outlay Projects in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements for the General Obligation Bond Funded Capital Outlay Projects are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the General Obligation Bond Funded Capital Outlay Projects financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position and results of operations for the General Obligation Bond Funded Capital Outlay Projects of the Riverside Community College District as of June 30, 2009, in conformity with accounting principles generally accepted in the United States of America.

The Board of Trustees
The Measure C Citizens' Bond Oversight Committee
Riverside Community College District
Riverside, California

In accordance with *Government Auditing Standards*, we have also issued our report dated September 30, 2009 on our consideration of the Riverside Community College District's internal control over the General Obligation Bond Funded Capital Outlay Projects financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over the General Obligation Bond Funded Capital Outlay Projects financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.


VICENTI, LLOYD & STUTZMAN LLP

September 30, 2009

RIVERSIDE COMMUNITY COLLEGE DISTRICT

BALANCE SHEET

GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS

June 30, 2009

ASSETS

Cash in County Treasury \$ 72,555,387

TOTAL ASSETS \$ 72,555,387

LIABILITIES AND FUND BALANCE

LIABILITIES

Accounts Payable \$ 4,550,982

TOTAL LIABILITIES 4,550,982

FUND BALANCE

Designated 68,004,405

TOTAL FUND BALANCE 68,004,405

TOTAL LIABILITIES AND FUND BALANCE \$ 72,555,387

The accompanying notes are an integral part of the financial statements.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

For the Fiscal Year Ended June 30, 2009

REVENUES

Revenue from Local Sources

Local Revenues	\$ 8,827
Interest and Investment Income	<u>1,837,506</u>

TOTAL REVENUES

1,846,333

EXPENDITURES

Other Services	354,051
Capital Outlay	19,489,780
Other Outgo	<u>485,338</u>

TOTAL EXPENDITURES

20,329,169

Deficiency of revenues over expenditures (18,482,836)

Fund Balance at Beginning of Year 86,487,241

Fund Balance at End of Year \$ 68,004,405

The accompanying notes are an integral part of the financial statements.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS
For the Fiscal Year Ended June 30, 2009**

	<u>Budget *</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
REVENUES			
Revenue from Local Sources			
Local Revenues	\$ 10,000	\$ 8,827	\$ (1,173)
Interest and Investment Income	<u>2,062,500</u>	<u>1,837,506</u>	<u>(224,994)</u>
TOTAL REVENUES	<u>2,072,500</u>	<u>1,846,333</u>	<u>(226,167)</u>
 EXPENDITURES			
Other Services	454,331	354,051	100,280
Capital Outlay	87,620,068	19,489,780	68,130,288
Other Outgo	<u>485,338</u>	<u>485,338</u>	<u>-</u>
TOTAL EXPENDITURES	<u>88,559,737</u>	<u>20,329,169</u>	<u>68,230,568</u>
 Deficiency of revenues over expenditures	<u>\$ (86,487,237)</u>	(18,482,836)	<u>\$ 68,004,401</u>
 Fund Balance at Beginning of Year		<u>86,487,241</u>	
 Fund Balance at End of Year		<u>\$ 68,004,405</u>	

* The budget for revenues reflects estimated amounts to be received in the current year. The budget for expenditures reflects amounts remaining and available for current and subsequent years' expenditures and does not necessarily coincide with actual planned expenditures in the current year.

The accompanying notes are an integral part of the financial statements.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS
June 30, 2009**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

ACCOUNTING POLICIES

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board and Audits of State and Local Governmental Units issued by the American Institute of Certified Public Accountants.

FUND STRUCTURE

The Statement of Revenues, Expenditures, and Change in Fund Balance is a statement of financial activities of the General Obligation Bond Funded Capital Outlay Projects related to the current reporting period. Fund expenditures frequently include amounts for land, buildings, equipment, retirement of indebtedness, transfers to other funds, etc. Consequently, these statements do not purport to present the result of operations or the net income or loss for the period as would a statement of income for a profit-type organization.

BASIS OF ACCOUNTING

The General Obligation Bond Funded Capital Outlay Projects is maintained on the modified accrual basis of accounting. As such, revenues are recognized when they become susceptible to accrual, which is to say, when they become both measurable and available to finance expenditures of the current period. Expenditures are recognized in the accounting period in which the liability is incurred (when goods are received or services rendered).

During the year, Cash in the County Treasury is recorded at cost, which approximates fair value, in accordance with the requirements of GASB Statement No. 31.

BUDGET

The Statement of Revenues, Expenditures and Change in Fund Balance – Budget and Actual includes a column entitled “Budget”. The amounts in this column represent the budget adopted by the Board and all amendments throughout the year.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS
June 30, 2009**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (continued)

CAPITAL ASSETS AND LONG-TERM DEBT

The accounting and reporting treatment applied to the capital assets and long-term liabilities associated with the General Obligation Bond Funded Capital Outlay Projects are determined by its measurement focus. The General Obligation Bond Funded Capital Outlay Projects are accounted for on a spending or “financial flow” measurement focus. This means that only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered a measure of “available spendable resources”. Thus, the capital assets and long-term liabilities associated with the General Obligation Bond Funded Capital Outlay Projects are accounted for in the basic financial statements of the Riverside Community College District.

NOTE 2 – EXCESS OF EXPENDITURES OVER APPROPRIATIONS:

There were no excesses of expenditures over appropriations, by major object accounts.

NOTE 3 – BONDED DEBT:

On March 2, 2004, the voters of Riverside Community College District approved Measure C, a \$350 million bond measure designed to provide funds to improve facilities and safety at the Moreno Valley, Norco, and Riverside campuses.

The outstanding related bonded debt for the Riverside Community College District at June 30, 2009 is:

<u>Issue Date</u>	<u>Interest Rate %</u>	<u>Maturity Date</u>	<u>Amount of Original Issue</u>	<u>Outstanding July 1, 2008</u>	<u>Issued Current Year</u>	<u>Redeemed Current Year</u>	<u>Outstanding June 30, 2009</u>
2004A	4.00-5.25%	2030	\$ 55,205,000	\$ 3,475,000	\$	\$	\$ 3,475,000
2005 Refunding	3.00-5.00%	2025	58,386,109	55,121,109		1,260,000	53,861,109
2007C	4.00-5.00%	2033	90,000,000	83,980,000		5,125,000	78,855,000
			<u>\$ 203,591,109</u>	<u>\$ 142,576,109</u>	<u>\$ -</u>	<u>\$ 6,385,000</u>	<u>\$ 136,191,109</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS
June 30, 2009**

NOTE 3 – BONDED DEBT: (continued)

Series A & B

In August 2004, the District issued the General Obligation Bonds, Series A and B in the amounts of \$55,205,000 and \$9,795,000, respectively. Series A Bonds were issued to finance the acquisition, construction, and modernization of property and school facilities and to refund the District’s outstanding Certificates of Participation (1993 Financing Project). The Series B Bonds were issued to advance refund the District’s outstanding Certificates of Participation (2001 Refunding Project).

Series B Bonds were paid in full as of June 30, 2008. The annual requirements to amortize Series A bonds payable, outstanding as of June 30, 2009, are as indicated below:

<u>Year Ended June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2010	\$	\$ 146,075	\$ 146,075
2011		146,075	146,075
2012	500,000	136,075	636,075
2013	620,000	113,675	733,675
2014	795,000	85,375	880,375
2015-2019	1,070,000	161,269	1,231,269
2020-2024	155,000	112,694	267,694
2025-2029	140,000	58,175	198,175
2030	195,000	1,925	196,925
	<u>\$ 3,475,000</u>	<u>\$ 961,338</u>	<u>\$ 4,436,338</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS
June 30, 2009**

NOTE 3 – BONDED DEBT: (continued)

Refunding

In June 2005, the District issued the General Obligation Refunding Bonds, Series 2004A in the amount of \$58,386,109 to advance refund all or a portion of the outstanding principal amount of the District’s General Obligation Series A Bonds and to pay costs of issuance associated with the Bonds.

The annual requirements to amortize Refunding bonds payable, outstanding as of June 30, 2009, are as follows:

<u>Year Ended June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Accreted Interest Component</u>	<u>Total</u>
2010	\$ 1,495,000	\$ 2,440,763	\$	\$ 3,935,763
2011	1,740,000	2,366,249		4,106,249
2012	1,252,016	2,310,499	577,984	4,140,499
2013	876,061	2,298,250	1,138,939	4,313,250
2014	837,747	2,298,250	1,327,253	4,463,250
2015-2019	12,435,285	10,727,750	3,549,715	26,712,750
2020-2024	27,820,000	5,611,000		33,431,000
2025	7,405,000	185,125		7,590,125
	<u>\$ 53,861,109</u>	<u>\$ 28,237,886</u>	<u>\$ 6,593,891</u>	<u>\$ 88,692,886</u>

Capital appreciation bonds were issued as part of the 2005 refunding issuance. Prior to their applicable maturity dates, each capital appreciation bond will accrete interest on the principal component, with all interest accreting through the applicable maturity date and payable only upon maturity or prior payment of the principal component. Accreted interest accrued has been reflected in the long term debt balance on the Riverside Community College District’s financial statements.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS
June 30, 2009**

NOTE 3 – BONDED DEBT: (continued)

Series C

In June 2007, the District issued the General Obligation Bonds, Series C in the amount of \$90,000,000. The bonds were issued to finance the repair, acquisition, construction, and equipping of certain district facilities, and to pay all legal, financial, and contingent costs in connection with the issuance of the Bonds.

The annual requirements to amortize Series C bonds payable, outstanding as of June 30, 2009, are as follows:

Year Ended June 30,	Principal	Interest	Total
2010	\$ 5,160,000	\$ 3,746,850	\$ 8,906,850
2011	5,185,000	3,534,575	8,719,575
2012		3,425,500	3,425,500
2013		3,425,500	3,425,500
2014		3,425,500	3,425,500
2015-2019		17,127,500	17,127,500
2020-2024		17,127,500	17,127,500
2025-2029	33,600,000	13,950,250	47,550,250
2029-2033	34,910,000	2,813,250	37,723,250
	<u>\$ 78,855,000</u>	<u>\$ 68,576,425</u>	<u>\$ 147,431,425</u>

NOTE 4 – PURCHASE COMMITMENTS

As of June 30, 2009, the District was committed under various capital expenditure purchase agreements for bond projects in process totaling approximately \$68,924,000.



**REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE
AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

The Board of Trustees
The Measure C Citizens' Bond Oversight Committee
Riverside Community College District
Riverside, California

We have audited the Balance Sheet, Statement of Revenues, Expenditures and Change in Fund Balance and Statement of Revenues, Expenditures and Change in Fund Balance – Budget and Actual for the General Obligation Bond Funded Capital Outlay Projects of the Riverside Community College District as of and for the fiscal year ended June 30, 2009. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Riverside Community College District's internal control over the General Obligation Bond Funded Capital Outlay Projects financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the fund financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over financial reporting.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or a combination of control deficiencies, that adversely affects the District's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the District's General Obligation Bond Funded Capital Outlay Projects financial statements that is more than inconsequential will not be prevented or detected by the District's internal control.

**REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE
AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

A material weakness is a significant deficiency, or a combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the General Obligation Bond Funded Capital Outlay Projects financial statements will not be prevented or detected by the District's internal control.

Our consideration of internal control over General Obligation Bond Funded Capital Outlay Projects financial reporting was for the limited purpose described in the first paragraph of this section and could not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be a material weakness, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Riverside Community College District's General Obligation Bond Funded Capital Outlay Projects financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests of the General Obligation Bond Funded Capital Outlay Projects disclosed no instances of noncompliance and other matters that are required to be reported under *Government Auditing Standards*.

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

Vicenti, Lloyd & Stutzman LLP
VICENTI, LLOYD & STUTZMAN LLP

September 30, 2009

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**FINANCIAL AUDIT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
June 30, 2009**

There were no findings related to the financial audit of the General Obligation Bond Funded Capital Outlay Projects for the year ended June 30, 2009.

**PERFORMANCE AUDIT OF THE GENERAL OBLIGATION BOND
FUNDED CAPITAL OUTLAY PROJECTS**



**INDEPENDENT AUDITORS' REPORT ON
PROPOSITION 39 GENERAL OBLIGATION BOND
FUNDED CAPITAL OUTLAY PROJECTS
COMPLIANCE REQUIREMENTS**

The Board of Trustees
The Measure C Citizens' Bond Oversight Committee
Riverside Community College District
Riverside, California

We have examined the Riverside Community College District's compliance with the performance requirements for the Proposition 39/Measure C General Obligation Bonds for the period ended June 30, 2009, under the applicable provisions of Section 1(b)(3)(C) of Article XIII A of the California Constitution and Proposition 39 as they apply to the bonds and the net proceeds thereof. Management is responsible for the Riverside Community College District's compliance with those requirements. Our responsibility is to express an opinion on the Riverside Community College District's compliance with such requirements thereof based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures, as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Riverside Community College District's compliance with specified requirements.

In our opinion, the Riverside Community College District complied, in all material respects, with the aforementioned requirements for the fiscal year ended June 30, 2009.

Vicenti, Lloyd & Stutzman LLP
VICENTI, LLOYD & STUTZMAN LLP

September 30, 2009

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT
June 30, 2009**

OBJECTIVES

The objectives of our performance audit were to:

- Document the expenditures charged to the Riverside Community College District General Obligation Bond Funded Capital Outlay Projects.
- Determine whether expenditures charged to the General Obligation Bond Funded Capital Outlay Projects have been made in accordance with the bond project list approved by the voters through the approval of Measure C in March 2004.
- Note any incongruities or system weaknesses and provide recommendations for improvement.
- Provide the District Trustees and the Measure C Citizens' Bond Oversight Committee with a performance audit as required under the provisions of the California Constitution and Proposition 39.

SCOPE OF THE AUDIT

The scope of our performance audit covered the period of July 1, 2008 to June 30, 2009. The expenditures tested included all object and project codes associated with the bond projects. The propriety of expenditures for capital projects and maintenance projects funded through other State or local funding sources, other than the proceeds of the bonds, were not included within the scope of our audit. Expenditures incurred subsequent to June 30, 2009 were not reviewed or included within the scope of our audit or in this report.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT
June 30, 2009**

BACKGROUND INFORMATION

In November, 2000, the voters of the State of California approved Proposition 39 authorizing the issuance of general obligation bonds by California public school districts and community colleges under certain circumstances and subject to certain conditions. On March 2, 2004, the voters of Riverside Community College District approved Measure C, a \$350 million bond measure designed to provide funds to improve facilities and safety at the Moreno Valley, Norco, and Riverside campuses.

Pursuant to the requirements of Proposition 39, and related State legislation, the Board of Trustees of the District established a Citizens' Bond Oversight Committee and appointed its members. The principal purpose of the Citizens' Bond Oversight Committee, as set out in State law, is to inform the public as to the expenditures of the proceeds of the bonds issued pursuant to the Measure C bond authorization. The Citizens' Bond Oversight Committee is required to issue at least one report annually as to its activities and findings.

Section 1(b)(3)(C) of Article XIII A of the California Constitution requires the District to conduct, an annual independent performance audit to ensure that the proceeds of the bonds deposited into the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program have been expended only for the authorized bond projects.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT
June 30, 2009**

PROCEDURES PERFORMED

We obtained the general ledger and the project expenditure summary reports and detail prepared by the District for the period of July 1, 2008 to June 30, 2009, for the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program. Within the period audited, we obtained the actual invoices and other supporting documentation for a sample of expenditures to ensure compliance with the requirements of Proposition 39 and Measure C as to the bond projects. We performed the following procedures:

- We reviewed the projects listed to be funded with general obligation bond proceeds as set out in the Measure C election documents.
- We selected a sample of expenditures for the period under audit and reviewed supporting documentation to ensure that such funds were properly expended on the authorized bond projects.
- We verified that funds from the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program were generally expended for the construction, reconstruction, acquisition, furnishing and equipping of District facilities constituting the authorized bond projects and we verified that funds held in the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program were not used for salaries of school administrators or other operating expenses of the District.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT
June 30, 2009**

CONCLUSION

Based upon our procedures performed, we found that for the items tested, the Riverside Community College District has properly accounted for the expenditures of the funds held in the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program and that such expenditures were made for authorized bond projects. Furthermore, it was noted that the funds held in the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program, and expended by the District, were not expended for salaries of school administrators or other operating expenditures.

We did not have any findings and recommendations as a result of our audit.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT
BOND PROJECT SUMMARY
June 30, 2009**

The District has identified the following projects to be funded with proceeds from the general obligation bonds. The District incurred costs of \$94,718,382 through June 30, 2009 for these construction projects. Capital outlay and other financing expenditures were as follows:

	BUDGET	TOTAL PROJECT COSTS THROUGH June 30, 2008	2009 ACTUAL COSTS	TOTAL PROJECT COSTS THROUGH June 30, 2009
Parking Structure - Riverside	\$ 20,949,896	\$ 20,939,873	\$ 788	\$ 20,940,661
PE Complex / Athletic Field Phase I - Riverside	4,516,435	4,516,435		4,516,435
Lovekin Complex (Swing Space)	3,958,308	3,958,308		3,958,308
Quad Modernization Project	8,920,992	8,672,365	226,092	8,898,457
RCC System Office - Purchase Option	2,629,982	2,629,982		2,629,982
MLK Renovation	1,010,614	1,010,614		1,010,614
Bridge Space Project	1,175,132	1,175,132		1,175,132
Phase III - Norco	10,147,826	2,423,866	4,734,168	7,158,034
District Computer / Network / Phone Upgrades	1,381,044	1,289,521	3,614	1,293,135
Scheduled Maintenance - District Match for State Allocation	1,370,765	885,427	485,338	1,370,765
Administration Building Remodel	186,100	186,100		186,100
Business Education Building Remodel	129,325	129,325		129,325
Nursing / Sciences Building Riverside	25,850,533	2,488,676	1,737,877	4,226,553
Phase III - Moreno Valley	1,157,320	645,284		645,284
Physical Education Phase II	8,445,751	190,631	252,939	443,570
Feasibility and Planning	180,361	168,248	160,303	328,551
Innovative Learning Center	7,653,605	6,099,957	557,025	6,656,982
Moreno Valley Secondary Effects	288,919	283,607	2,619	286,226
Norco Campus Room Renovations	100,020	100,019		100,019
Riverside Food Services Remodel	1,045,268	185,394	802,311	987,705
MoVal Food Services Remodel	3,552,000	104,097	191,661	295,758
Infrastructure Studies Project	484,451	466,684	17,730	484,414
Moreno Valley Hot Water Loop System	891,296	869,848		869,848
Emergency Phones Installation Project	379,717	379,717		379,717
Noresco Utility Retrofit Improvement	6,185,920	5,598,651	582,538	6,181,189
Modular Redistribution Norco/MoVal/BC/Riv	10,210,988	5,388,173	2,914,450	8,302,623
ECS Upgrade/Retrofit Norco/MoVal	625,327	90,487	275,519	366,006
PBX Operations Center Riv/Nor/MV	5,113,357	481,459	25,715	507,174
Phys/Life Science 2ndary Effects StSvc	140,500	32,500	108,000	140,500
Norco Campus Student Support Center	19,994,500	822,625	1,751,195	2,573,820
Staff Costs	397,199	139,182	77,748	216,930
Long Range Master Plan Project	1,460,384	1,439,077		1,439,077
Construction Management Services	233,548	180,331	30,000	210,331
Logic Domain CPMX	96,000	83,500	12,500	96,000

See Auditors' Report.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT
 BOND PROJECT SUMMARY
 June 30, 2009**

	BUDGET	TOTAL PROJECT COSTS THROUGH June 30, 2008	2009 ACTUAL COSTS	TOTAL PROJECT COSTS THROUGH June 30, 2009
Aquatic Pool Project	5,000,000	115,532	1,021,996	1,137,528
Norco Soccer Field	4,616,480	218,586	3,266,438	3,485,024
Moreno Valley Parking Structure	4,750,000		54,000	54,000
Bradshaw Building Electrical	500,000		366,353	366,353
Quad Basement Remodel	467,500		12,960	12,960
Black Box Theatre Remodel	761,750		10,955	10,955
Technology Building - A	935,000		11,375	11,375
Center for Health, Wellness and Kinesiology	83,000		83,000	83,000
Health Science Center	94,271		94,271	94,271
ADA Transition Plan	481,780		457,691	457,691
March Dental Education Center	1,200,000			-
Norco Secondary Effects Project	1,100,000			-
Utility Infrastructure Upgrade Project	500,000			-
Norco Campus Safety & Site Improvement Project	1,700,000			-
Moreno Valley Campus Safety & Site Improvement Project	900,000			-
Moreno Valley Campus Administrative Move to Humanities	50,000			-
Moreno Valley Campus Science Laboratories Remodel	500,000			-
Ben Clark Public Safety Training Center Project	84,500			-
Total Capital Outlay	174,587,664	74,389,213	20,329,169	94,718,382
Series A Refunding Escrow	57,686,474	57,686,474		57,686,474
COPS Payoffs	11,582,873	11,582,873		11,582,873
Costs of issuance	2,836,264	2,836,264		2,836,264
Debt service	2,835,612	2,835,612		2,835,612
Election costs	98,236	98,236		98,236
Total Other Financing Uses	75,039,459	75,039,459	-	75,039,459
TOTALS	\$ 249,627,123	\$ 149,428,672	\$ 20,329,169	\$ 169,757,841

See Auditors' Report.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-2

Date: November 17, 2009

Subject: Property Tax Revenues

Background: At the October 6, 2009, meeting of the Board's Resources Committee, the RCCD FY 2009-10 budget proposal was presented. As a part of that presentation, the issue of a decline in assessed valuations vis-à-vis property tax revenues and the resultant implications for the District's Measure C bond program and its operating cash flow were discussed. It was decided then that further review of these matters would be prudent.

Thus, a presentation on this subject has been scheduled for the next meeting of the Resources Committee on November 3, 2009. At that time, Mr. Mark Farrell from Piper Jaffrey will lead a review and discussion of the outlook for property tax revenues and what that outlook might mean for the Measure C program. Additionally, the cash flow aspects of the decline in property values relative to District operations will also be discussed, albeit as a part of the discussion of State apportionment deferrals, item VI-B-3 of the Resources Committee agenda.

Information Only.

Gregory W. Gray
Chancellor

Prepared by: James L. Buysse
Vice Chancellor,
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-3

Date: November 17, 2009

Subject: State Apportionment Deferrals – District Impact

Background: In FY 2004-2005, the State implemented a new funding strategy for California community colleges whereby \$200 million of apportionment payments due in June were deferred to the first week of July in the next fiscal year. This strategy was employed to help resolve a significant State budget shortfall and to avoid apportionment reductions to community colleges.

In February 2009, the State adopted mid-year adjustments to the 2008-2009 fiscal year budget in response to a deepening budget crisis. Concurrently, the State again implemented a strategy of deferring community college apportionment to avoid budget cuts. An additional \$340 million was added to the \$200 mentioned previously to bring total apportionment deferrals to \$540 million. Apportionment payments were deferred for the months of February, March and April 2009 to July 2009.

In FY 2009-2010, the State deferred \$703 million of apportionment payments to July 2010 and deferred \$300 million of July 2009 and March 2010 apportionment payments to October 2009 and May 2010, respectively as follows:

Inter-Year Deferrals

<u>Month</u>	<u>State Deferral</u>	<u>Estimated District Deferral</u>
January 2010	\$115.0 million	\$ 3.2 million
February 2010	\$115.0 million	\$ 3.2 million
March 2010	\$ 55.0 million	\$ 1.5 million
April 2010	\$136.5 million	\$ 3.7 million
May 2010	\$ 81.5 million	\$ 2.2 million
June 2010	<u>\$200.0 million</u>	<u>\$ 5.5 million</u>
Inter-Year Total	<u>\$703.0 million</u>	<u>\$19.3 million</u> (repaid in July 2010)

Intra-Year Deferrals

<u>Month</u>	<u>State Deferral</u>	<u>Estimated District Deferral</u>
July 2009	\$200.0 million	\$ 5.5 million (repaid in October 2009)
March 2010	<u>\$100.0 million</u>	<u>\$ 2.7 million</u> (repaid in May 2010)
Intra-Year Total	<u>\$300.0 million</u>	<u>\$ 8.2 million</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-3

Date: November 17, 2009

Subject: State Apportionment Deferrals – District Impact (continued)

The District monitors cash flow on a weekly basis using historical revenue receipts and expenditure spending patterns as a predictor of future cash flow activity, adjusted for current year budget and financial information (see Projected Cash Flow worksheet).

Due to multi-year budget reductions and the apparent permanency of apportionment deferrals as a State budget balancing strategy, we estimate that the District's cash position will significantly erode from fiscal 2009 levels. By way of example, the District's general operating fund cash balance was \$15.3 million at the end of July 2009 and we estimate the ending cash balance in July 2010 will be approximately \$2.2 million. Although the District was well positioned going into this budget crisis, we estimate that general operating fund cash flow deficits will begin to materialize in April 2010.

In anticipation of expected cash deficits, staff requested the Board's authorization in March 2009 to issue a Tax Revenue Anticipation Note (TRAN), not to exceed \$15 million, and authorization in May 2009 to permit temporary loans from interfund borrowings, not to exceed \$10 million.

A TRAN in the amount of \$10.725 million was issued in July 2009 but no draws have occurred to date. In addition, it has not yet been necessary to make any interfund borrowings.

Information Only.

Gregory W. Gray
Chancellor

Prepared by: Aaron S. Brown
Associate Vice Chancellor, Finance

Riverside Community College District
Projected Cash Flow
As of October 20, 2009

FY 2009-2010												
Fund 10 - General Operating Fund	July 2009	August 2009	September 2009	October 2009	November 2009	December 2009	January 2010	February 2010	March 2010	April 2010	May 2010	June 2010
Beg. Bank Balance	\$ 9,461,778	\$ 15,272,353	\$ 18,444,144	\$ 22,133,347	\$ 22,488,991	\$ 19,352,917	\$ 24,134,545	\$ 24,606,256	\$ 17,542,583	\$ 2,523,792	\$ (2,994,166)	\$ (562,711)
Federal Revenue	7,796	1,559	599,012	442,041	651,975	1,292,083	491,700	1,173,892	1,142,738	926,711	1,896,336	3,893,343
State Revenue	2,549,546	10,196,687	11,455,604	14,816,465	8,276,717	4,663,891	5,468,798	3,886,752	3,692,599	4,420,283	8,012,997	5,875,084
Local Revenue	1,655,222	4,150,050	2,737,902	504,400	987,216	15,347,097	6,411,285	3,443,423	2,249,348	4,062,163	6,491,940	2,689,645
Other Sources	-	-	1,573	(409,042)	(56,670)	(405,130)	(53,918)	(51,606)	(382,149)	(58,922)	(8,485)	(191,993)
Other Expenditures	(1,726,703)	(974,623)	(2,166,276)	(2,300,978)	(3,376,043)	(2,088,756)	(1,858,278)	(1,929,431)	(5,037,028)	(2,829,160)	(2,735,748)	(4,365,070)
Payroll	(9,606,355)	(9,137,076)	(9,602,351)	(13,969,617)	(9,829,764)	(14,058,473)	(10,026,101)	(13,593,633)	(12,733,074)	(12,090,241)	(11,918,441)	(16,904,244)
PYL's	12,931,069	(1,064,806)	663,739	1,272,375	210,495	30,916	38,225	6,930	(3,951,225)	51,208	692,856	2,151,498
Ending Cash Balance	\$ 15,272,353	\$ 18,444,144	\$ 22,133,347	\$ 22,488,991	\$ 19,352,917	\$ 24,134,545	\$ 24,606,256	\$ 17,542,583	\$ 2,523,792	\$ (2,994,166)	\$ (562,711)	\$ (7,414,448)

FY 2010-2011			
Fund 10 - General Operating Fund	July 2010	August 2010	October 2010
Beg. Bank Balance	\$ (7,414,450)	\$ 2,171,155	\$ 9,032,149
Federal Revenue	7,796	1,559	442,041
State Revenue	2,549,546	10,196,687	14,816,465
Local Revenue	1,655,222	4,150,050	504,400
Other Sources	-	-	(409,042)
Other Expenditures	(1,726,703)	(974,623)	(2,300,978)
Payroll	(9,606,355)	(9,137,076)	(13,969,617)
PYL's	16,706,099	(1,064,806)	1,272,375
Ending Cash Balance	\$ 2,171,155	\$ 5,342,946	\$ 9,387,793

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-4

Date: November 17, 2009

Subject: Moreno Valley Parking Structure and Surge Space – Multiple Prime Construction Management Agreement – C.W. Driver

Background: On March 17, 2009, the Board of Trustees approved the use of Measure “C” funding in the amount of \$4,750,000 for planning and design of the Parking Structure and Surge Space Project on the Moreno Valley Campus. On April 28, 2009, the Board approved an agreement with LPA to provide planning and design services for the project.

Staff now recommends that the Parking Structure and Surge Space project at the Moreno Valley Campus be delivered using Construction Management Multiple Prime (CMMP) contracting.

On February 2 and February 3, 2009, interviews were conducted with nine of the District’s pre-approved construction management firms. The interviews were conducted by a multi-campus staff committee. Based on the results of the interviews and proposals, staff requests approval to enter into the attached agreement with C.W. Driver to provide said construction management services for the Moreno Valley Parking Structure and Surge Space project. Services under this agreement would include management and oversight of bid preparation, cost estimating, construction execution and ensuring compliance with bid drawings and specifications, contract documents, code and labor compliance, completion of Division of State Architect (DSA) requirements, and assistance with building commissioning.

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

Basic Compensation Fee - \$680,000
General Conditions Costs - \$1,406,578
Total Fee - \$2,086,578

To be funded by the Board approved project budget District Measure “C” funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the agreement with C.W. Driver for construction management multiple prime services on the Moreno Valley Parking Structure and Surge space project in an amount not to exceed \$2,086,578; and authorize the Vice Chancellor, Administration and Finance, to sign the agreement and future amendments.

Gregory W. Gray
Chancellor

Prepared by: Monte Perez
President, Moreno Valley Campus

Reagan Romali
Vice President Business Services, Moreno Valley Campus

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



Construction Management – Multiple Prime
Public Works Agreement

RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

C.W. DRIVER

Construction Management Services

**PARKING STRUCTURE & SURGE SPACE
MORENO VALLEY CAMPUS**

CONSTRUCTION MANAGEMENT SERVICES

This Construction Management Services Agreement (“Agreement”) is made and entered into this 18th day of November, 2009 by and between Riverside Community College District (hereinafter “District”) and C.W. Driver (hereinafter referred to as “Construction Manager”) for construction management services relating to a multi-prime construction contract for construction of the Parking Structure and Surge Space located at the Moreno Valley Campus, Moreno Valley, California (the “Project”).

ARTICLE 1

CONSTRUCTION MANAGER’S SERVICES AND RESPONSIBILITIES

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

Gregg Riddle, Project Executive
Brian DeMartino, Project Manager
TBD, Project Manager
Chris Butler, Sr. Superintendent
TBD, Assistant Superintendent
TBD, Project Engineer

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

1.1 DESIGN PHASE.

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

1.1.1 Construction Management Plan. In consultation with the District’s architect (“Architect”), the Construction Manager shall prepare a Construction Management Plan

for the Project which shall establish the scope for the Project and the general basis for the sequence of contracting for construction of the Project. In preparation for this Construction Management plan, the Construction Manager shall evaluate the local construction market, the District's schedule and budget goals for the Project, develop various alternative approaches, and make recommendations to the District. Upon approval by the District of the Construction Management Plan for the Project, the Construction Manager shall prepare the Construction Management Plan in final form. This document shall indicate the Project's rationale and recommend the strategy for purchasing, construction, the various bid packages for Project, and a Master Project Schedule.

1.1.2 Master Project Schedule. The Construction Manager shall develop a Master Project Schedule for the Project, subject to approval by District, which shall contain key milestones to be accomplished by the participants, including milestone completion dates for the Architect's and any consultant's design activities. The Master Project Schedule shall be consistent with the schedule attached hereto as Exhibit "A" and incorporated herein. The Master Project Schedule shall contain a critical path Master Construction Schedule for the Project and shall provide all major elements. The Master Project Schedule shall utilize the completion date of October 01, 2011.

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

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

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

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

1.1.5 Construction Management Coordination and Value Engineering Review. The Construction Manager shall perform constructability reviews, utilizing a checklist type method such as Redicheck or some other form acceptable to District, and shall provide input to

the District relative to means and methods of construction, duration of construction, and constructability. This checklist shall be made available to the District and the Architect.

1.1.6 Coordination/Value Engineering Review. With respect to the Project, the Construction Manager shall review the Architect's 50% and 90% contract document submissions and provide written comments on the coordination of the various disciplines, including civil, structural, architectural, mechanical, electrical, HVAC, plumbing, and landscape. The Construction Manager has no responsibility for the errors or omissions of the design professionals and is reviewing the design solely from the perspective of a Construction Manager.

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

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

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

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

1.1.10 Separate Contracts (Multi-Prime Contracting). The Construction Manager shall advise on the separation of the Project into separate contracts for various categories of work ("Contracts"). The Construction Manager shall advise on the method to be used for selecting contractors and awarding individual bids. The Construction Manager shall prepare and revise contractor pre-qualification documents and identify potential contractors for District approval. The Construction Manager shall inspect, review, revise and assure proper delivery, assembly of the Project manuals and specifications and shall manage and coordinate the development of construction documents with the Architect. The Construction Manager shall review drawings

and specifications for the Contracts to provide that (1) the work of the separate contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate separate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

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

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

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

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

1.2 PLAN CHECK AND BIDDING PHASE.

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

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

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

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

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

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

- (a) Establish bid schedule by trade;
- (b) Prepare summaries of work bid packages;
- (c) Arranging for printing, binding and wrapping;
- (d) Arranging for delivery; and
- (e) Follow-up calls to the bidders.

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

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

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

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

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

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

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

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

Construction Manager shall certify in writing that the Contracts contained in the submittal for the District represents all the contracts required to perform the work in the plans and specifications for the Project, and that no additional contracts are foreseen to complete the necessary work for such Project. In the event the project experiences a "scope gap" within one of the respective bid packages, the Construction Manager shall coordinate with the appropriate Trade Contractors to establish a reasonable price for the work, to be issued to the District via change order. The Construction Manager, without additional compensation, shall perform the required construction management services to complete this work.

1.2.11 Rebidding. In the event the bids exceed the Project Budget by five percent (5%) or greater and the District authorizes rebidding of all or portions of the Project, the Construction Manager shall cooperate in revising the scope and the quality of work as required to reduce the construction costs for the Project. The Construction Manager, without additional compensation, shall cooperate with the District and Architect as necessary to bring construction costs within the Project Budget. In the event the Construction Manager is required to rebid the project due to State funding issues and/or delays, the Construction Manager shall be compensated for the actual costs associated with the rebidding effort.

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

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

contract documents. The Construction Manager shall expedite and coordinate delivery of all purchases.

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

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

1.3 CONSTRUCTION PHASE.

The Construction Phase for the Project shall commence with the award of the initial Contract and shall continue until sixty-five (65) days after the recording of a notice of completion for the Project or sixty-five (65) days after completion of the Project as defined in Public Contract Code Section 7107 whichever is earlier. However, as referenced in Article 1.1.2 the CM Services agreement concludes on October 01, 2011, unless the project completion date is extended.

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

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

1.3.2 Contract Administration. The Construction Manager, in cooperation with the Architect, shall administer the construction Contracts as set forth herein and as provided in the General Conditions of the Contacts for construction. The Construction Manager shall

coordinate the preparation of construction staging areas on-site for the Project and shall coordinate the preparation of the site for construction, including, but not limited to, coordinating fencing, barricades or other items reasonably necessary for efficient construction. The Construction Manager shall also coordinate the mobilization of all contractors and shall coordinate construction sequencing.

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

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

1.3.3 Submittal Procedures. The Construction Manager shall establish and implement procedures with the Architect and coordinate and review shop drawing submittals, requests for information, samples, product data, change orders, payment requests, material delivery dates and other procedures; and maintain logs, files and other necessary documentation. Construction Manager shall assist the Architect and the District's inspector with monitoring the certified payroll for the Project. The Construction Manager shall coordinate the dissemination of any information regarding submittals and consult with the Architect and the District if any Contractor requests interpretations of the meaning and intent of the Contract Documents, and assist in the resolution of questions which may arise.

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

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

1.3.6 Construction Observation. The Construction Manager shall assist the District's inspector in observing that the materials and equipment being incorporated into the work are handled, stored and installed properly and adequately and are in compliance with the contract documents for the Project. The Construction Manager shall report to the District regarding the status of such activity. The Construction Manager shall endeavor to guard against defects and deficiencies and shall advise the District of any deviations, defects or deficiencies the Construction Manager observes in the work. The Construction Manager's observation duties

shall include reasonable diligence to discover work that is not in compliance with the contract documents. These observations shall not, however, cause the Construction Manager to be responsible for those duties and responsibilities which belong to the District's inspector. The Construction Manager shall not be held responsible for the performance of the multiple prime contractors.

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

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

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

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

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

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

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

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

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

1.3.15 Schedule of Values and Processing of Payments. The Construction Manager shall review and approve each Contractor's schedule of values for each of the activities included in that Contractor's schedule of events. The Construction Manager shall develop and maintain a master schedule of values. The Construction Manager shall develop and implement

procedures for the review and processing of applications by Contractors for progress and final payments. As part of the evaluation of progress payments, the Construction Manager shall review all “as-built” documents and ensure that the Contractor’s “as-built” documents are updated and current. The Construction Manager shall review with the Architect and make recommendations to the District pertaining to payments to the Contractors.

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

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

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

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

1.3.20 Project Status Reports. The Construction Manager shall prepare and distribute monthly a Project Status Report. The Construction Manager shall ensure that the

Verified Reports required by Title 24 of the California Code of Regulations be completed quarterly by the contractors for the Project.

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

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

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

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

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

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

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

1.3.27 Permits. The Construction Manager shall assist the District in obtaining all necessary permits for the Project, including without limitation, building, grading, and occupancy permits. This task may encompass accompanying governmental officials (Fire

Marshal, DSA, Health Department, etc.) during inspections, assisting in preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities.

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

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

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

1.4 TIME.

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

1.4.2 In the event the construction time requirements set forth in Section 1.1.2 of this Agreement are exceeded, and the delay is caused by the negligence of the Construction Manager, there will be no additional compensation, i.e. extended general conditions provided by the District to the Construction Manager.

1.4.3 Construction Manager shall be entitled to compensation and an extension of time for the time of completion for delays which may arise due to an Act of God as defined in Public Contract Code Section 7105 if the act of God affects the progress of the work or the governmental agency from which approvals are necessary for completion of the Project. Should the schedule for the Project be extended due to an act of God as discussed above, the Construction Manager's performance contract shall be extended and the Construction Manager shall be compensated for this extension under the provisions of Section 4.4 of this Agreement.

1.4.4 The Construction Manager shall provide preconstruction and construction services based on the assumed project scope of work, plans, specifications and schedule. The

project shall be staffed in a manner to provide the highest level of service and to meet the project objectives for the defined time period. This Agreement includes the staffing requirements for pre-construction services from August 01, 2009 through August 01, 2010 (12-months), and includes the staffing needs for construction services from August 01, 2010 through October 01, 2011 (14-months).

1.4.5 In the event the project experiences any delays caused by unforeseen conditions, schedule delays due to DSA approvals, delays due to RFI or Submittal responses, District driven changes, or any other delays not caused by the negligence of the Construction Manager that extend the specific schedule durations referenced in Article 1.4.4, the Construction Manager shall be compensated, per the attached Labor Rate Schedule “Exhibit – C” for those additional services rendered.

ARTICLE 2

THE DISTRICT’S RESPONSIBILITIES

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

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

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

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

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

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

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

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

ARTICLE 3

CONSTRUCTION COST AND PROJECT BUDGET

3.1 The Construction Cost of the Project shall be the total of the final contract sums of all of separate contracts of contractors for the Project, and shall not exceed the budgeted amount for the Construction Cost as set forth in the Project Budget. The Construction Manager shall not be held liable for cost overruns to the construction budget, unless they are the direct result of the Construction Managers negligence. However, if the bid results are five percent (5%) or greater than the budget, than, without additional compensation, the Construction Manager will make recommendations to the District and Architect for measures to reduce the Estimate of Construction Costs to conform to the Construction Budget for the Project.

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

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

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

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

Construction Manager shall provide for the District's review and acceptance, a monthly report for the Project. This report shall show the status for the Project that is under construction pertaining to this contract. With the District's assistance, the Construction

Manager shall provide all construction related agenda items. Examples: change orders, notices to proceed, notice of completion, authorization to bid, award of contracts, etc.

3.6 Audit. Construction Manager shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. These records shall be maintained for a period of at least three (3) years after final payment has been made, subject to any applicable rules, regulations or statutes.

District's authorized representative(s) shall have access, with reasonable notice, to any books, documents, papers, electronic data, and other records which they determine to be pertinent to this Agreement for performing an audit, evaluation, inspection, review, assessment, or examination. These representative(s) are authorized to obtain excerpts, transcripts, and copies, as they deem necessary.

Should Construction Manager disagree with any audit conducted by District, Construction Manager shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with District a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. Construction manager shall not be reimbursed by District for such an audit.

In the event Construction manager does not make available its books and financial records at the location where they are normally maintained, Construction manager agrees to pay all necessary and reasonable expenses, including legal fees, incurred by District in conducting any audit.

ARTICLE 4

BASIS OF COMPENSATION AND PAYMENT

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

4.1 BASIC COMPENSATION FEE.

4.1.1 Construction Manager's Services, as described in Article 1 shall be the amount of \$2,086,578.00 (Two Million, Eighty-Six Thousand, Five Hundred Seventy-Eight Dollars and Zero Cents).

4.1.2 GENERAL CONDITIONS COSTS.

General Conditions as described in Article 5 shall be invoiced on a monthly basis and reimbursed in equal monthly increments, as described in Articles 4.2.1.1 and 4.2.1.2 in accordance with Article 5 with the total not to exceed \$1,406,578.00.

All basic compensation fee and general conditions costs for the Construction Manager's Services are included in Article 4.1.1.

4.2 PAYMENT

4.2.1 BASIC COMPENSATION PAYMENT:

4.2.1.1 Pre-Construction Invoicing. Construction Manager shall invoice 30% of the Basic Services for the services set forth in Articles 1.1 and 1.2 in equal monthly increments, from the time the Construction Manager begins work on the Project to the commencement of the Construction Phase time the contractor is selected by the District.

4.2.1.2 Construction Invoices. Construction Manager shall invoice 67.5% of the Basic Services Fee in equal monthly increments during the Construction Phase.

4.2.1.3 Project Retention. Construction Manager shall invoice 2.5% of the Basic Services Fee 35 days after the District files the last Notice of Completion for the Project or at project substantial completion, which ever comes first. The Construction Manager shall not be financially tied to any delay in filling NOC's by the District.

4.2.2 GENERAL CONDITIONS PAYMENT.

Construction Manager shall invoice General Conditions costs monthly during the duration of the preconstruction and construction work. All General Condition costs shall be billed in equal monthly increments as described in the aforementioned Articles 4.2.1.1 and Article 4.2.1.2.

4.3.2 PAYMENT OF INVOICES.

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

4.4 ADDITIONAL COMPENSATION.

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

Accounting	\$76.97
Assistant Project Manager	\$105.58
Assistant Superintendent	\$100.86
BIM Manager	\$93.00
Carpenter	\$101.80
Carpenter Foreman	\$107.03
Chief Estimator / Precon Manager	\$192.00
Clerical	\$74.93
Constructability Reviewer	\$104.00
Project Planning & Scheduling	\$134.20
Jr. Estimator / Jr. Cost Engineer	\$113.00
Field Superintendent	\$156.42
General Superintendent	\$183.92
IT Support	\$96.02
Laborer	\$83.03
Laborer Foreman	\$86.98
Project Engineer	\$72.96
Project Executive	\$213.64
Project Manager	\$163.26
Safety Officer	\$102.81
Safety Director	\$125.00
Director of Project Planning	\$155.65
Senior Estimator	\$155.17
Senior Project Engineer	\$93.56
Senior Project Manager	\$167.54
Senior Superintendent	\$167.20
Trucking / Deliveries	\$67.81

The above referenced rates will be charged including an increase of 5% per year in subsequent calendar years. The above rates include all payroll burden per company policy. The above rates do not include general liability insurance or contractual overhead and profit.

ARTICLE 5

GENERAL CONDITIONS

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

In no event shall the General Condition costs exceed the fixed fee of \$1,406,578.00, unless the project completion date of October 01, 2011, per Article 1.1.2, is exceeded by no negligence caused by the Construction Manager.

All General Condition costs associated with the preconstruction and construction services for this project are inclusive within the lump sum value, as defined in Article 4.1 “Basic Compensation”. If Construction Manager desires to be reimbursed for any other General Conditions costs not specifically set forth in this Article, prior to the commencement of the Construction Phase, Construction Manager shall submit a list of these General Condition items to District for District’s approval. In addition, the Exhibit “B” – General Conditions further clarifies those specific items that are included as “Basic Services” and those items that are specifically referenced as a reimbursable cost. Exhibit “B” serves as the agreed upon, but not necessarily limited to, list of items that are considered reimbursable expenses for the project. All reimbursables shall be submitted with the appropriate backup documentation and reimbursed at cost plus 10% OH&P.

ARTICLE 6

TERMINATION, ABANDONMENT OR SUSPENSION OF WORK

6.1 TERMINATION OF CONSTRUCTION MANAGER SERVICES.

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

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

6.2 CONTINUANCE OF WORK.

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

6.3 ABANDONMENT OF A PROJECT.

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

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

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

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

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

6.5 DELIVERY OF DOCUMENTS.

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

ARTICLE 7 **INDEMNIFICATION**

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

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

(b) Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Construction Manager or any person, firm or corporation employed by the Construction Manager upon or in connection with the Project, except for liability resulting from the sole or active negligence, or willful misconduct of the District, its officers, employees, agents or independent contractor's who are directly employed by the District;

(c) Any loss, injury to or death or persons or damage to property caused by any act, neglect, default or omission of the Construction Manager, or any person, firm or corporation employed by the Construction Manager, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Project, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the District.

The Construction Manager at Construction Manager's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy and judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof. The Construction Manager shall not indemnify the District's Architect or Design Consultants.

ARTICLE 8

SUCCESSORS AND ASSIGNS OR CONFLICT OF INTEREST

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

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

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

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

8.5 Fiduciary Responsibilities. The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish his best skill and judgment and to cooperate with the Owner's Design Professional in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and to use the Construction Manager's best efforts at all times in the most expeditious and economical manner consistent with the interest of the Owner.

ARTICLE 9 **APPLICABLE LAW**

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

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

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

ARTICLE 11 **INSURANCE**

11.1 The Construction Manager shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Construction Manager and District from claims which may arise out of or result from Construction Manager's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by a subcontractor or by

anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

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

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

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

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

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

ARTICLE 12

EXTENT OF AGREEMENT

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

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

CONSTRUCTION MANAGER:

DISTRICT:

C.W. Driver

Riverside Community College District

By: _____

By: _____

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

James L. Buysse
Vice Chancellor
Administration and Finance

EXHIBIT "A"

PROPOSED PROJECT SCHEDULE

Start Preliminary Plans	TBD
Start Working Drawings	TBD
Complete Working Drawings	TBD
DSA Final Approval	TBD
Advertise Bid for Construction	TBD
Award Construction Contract	TBD
Advertise Bid for Equipment	TBD
Complete Project	October 01, 2011

EXHIBIT “B”

GENERAL CONDITIONS

The following General Conditions shall be provided under the Construction Manager’s direction and are included in the lump sum value, as defined in Article 4.1.1, under this Agreement. All Reimbursable Expenses and / or additional services shall be invoiced at their actual cost plus 10% OH&P, and the Construction Manager shall take all reasonable steps necessary to obtain the most competitive prices available for these items. The cost for any additional items shall not be reimbursable unless advance written authorization is provided by the Owner to the Construction Manager to obtain the item. Reimbursable expenses to be submitted at time of project estimate, or as directed to do so by the District throughout the construction schedule.

C.W. Driver

Moreno Valley Campus Parking Garage and Surge Space

General Conditions Estimate

Cost Code	Description	Rate	Factor	Months	Total
	PRE-CONSTRUCTION (12-MONTHS)				
	Estimating	\$16,017	33%	12.00	\$63,429
	Project Executive	\$23,840	5%	12.00	\$14,304
	Scheduler	\$16,977	7%	12.00	\$14,261
	Project Manager	\$14,721	20%	12.00	\$35,330
	Assistant Project Manager	\$9,241	20%	12.00	\$22,178
	Project Clerical	\$7,974	5%	12.00	\$4,785
	General Supervision	\$22,843	3%	12.00	\$8,224
	Field Superintendent	\$16,576	15%	12.00	\$29,837
	Constructability Reviewer	\$16,576	15%	12.00	\$29,837
	<i>Sub Total Pre-Construction</i>				\$222,185
	CONSTRUCTION PHASE (14-Months) / LABOR				
	Project Executive	\$23,840	10%	14.00	\$33,376
	Project Manager	\$14,721	100%	14.00	\$206,093
	Assistant Project Manager	\$9,241	100%	14.00	\$129,372
	Scheduler	\$16,977	10%	14.00	\$23,767
	Project Clerical	\$7,974	100%	14.00	\$111,640
	General Supervision	\$22,843	10%	14.00	\$31,981
	Field Superintendent	\$16,576	100%	14.00	\$232,066
	Assistant Superintendent	\$9,990	100%	14.00	\$139,857
	Safety Director	\$14,439	5%	14.00	\$10,107
	<i>Sub Total Construction Labor</i>				\$918,259

Cost Code	Description	Rate	Factor	Months	Total
	CONSTRUCTION PHASE (14-Months) / MATERIAL				
	General Labor			14.00	In Trades
	Non-Union Labor Benefits			14.00	In Trades
	General Clean Up			14.00	In Trades
	Final Clean Up			14.00	In Trades
	Punch List			14.00	Included
	Safety Measures (First Aid Kits, Safety Supplies, & Signs)	\$350	Per Month	14.00	\$4,900
	Hard Hats		Lsum	1.00	\$420
	Traffic Control			14.00	In Trades
	Dust Control			14.00	In Trades
	Dewatering/Erosion Control			14.00	In Trades
	Weather Protection			14.00	In Trades
	Temporary Heating			14.00	In Trades
	Trailer Rental & Expenses	\$1,321	Per Month	14.00	\$18,494
	Trailer Mobilization	\$8,000	Lsum	1.00	\$8,000
	Inspector Job Site Trailer	\$400	Per Month	14.00	\$5,600
	Field Office Furniture	\$750	Per Month	14.00	\$10,500
	Trailer Alarm (includes commissioning)	\$125	Per Month	14.00	\$1,750
	Caretaker/Security			14.00	By Owner
	Construction Camera			14.00	N/A
	Warehouse			14.00	By Owner
	Signs & Bulletin Boards	\$3,000	Lsum	1.00	\$3,000
	Temp Power Poles & Connection			14.00	In Trades
	Toilets (Trailer Holding Tank)	\$800	Per Month	14.00	\$11,200
	Trash Bins	\$450	Per Month	14.00	\$6,300
	Storage Bins			14.00	In Trades
	Fencing			14.00	In Trades
	Temp Lighting			14.00	In Trades
	Extend Temp Utilities			14.00	In Trades
	Management Fuel			14.00	Included
	Supervision Fuel			14.00	Included
	Equipment Fuel			14.00	In Trades
	Small Tools/Equipment Repair			14.00	In Trades
	Equipment Rental			14.00	In Trades
	Radios			14.00	N/A
	Management Vehicle	\$750	Per Month	14.00	\$10,500

Cost Code	Description	Rate	Factor	Months	Total
	Supervision Vehicle	\$750	Per Month	14.00	\$10,500
	Blueprints/Plan (does not include bid printing)			14.00	By Owner
	Photos/Film/Video	\$100	Per Month	14.00	\$1,400
	Surveying			14.00	In Trades
	C.P.M. Schedule			14.00	In GC Labor
	Material Testing			14.00	By Owner
	Special Inspections – Roofing			14.00	By Owner
	Phone Company Charges	\$1,000	Per Month	14.00	\$14,000
	Job Site Telephone System	\$3,000	Lsum	1.00	\$3,000
	Pay Phones				N/A
	Cellular Phones	\$650	Per Month	14.00	\$9,100
	Water Consumption	\$150	Per Month	14.00	\$2,100
	Hydrant Meters & Backflow Device			14.00	In Trades
	Power	\$1,000	Per Month	14.00	\$14,000
	Office Equipment	\$660	Per Month	14.00	\$9,240
	Office Supplies	\$500	Per Month	14.00	\$7,000
	Office Cleaning			14.00	Included
	Drinking Water	\$250	Per Month	14.00	\$3,500
	Postage/Shipping	\$500	Per Month	14.00	\$7,000
	Meetings			14.00	N/A
	Promotion Expenses			14.00	N/A
	Airfare/Travel Expenses			14.00	N/A
	Lodging			14.00	N/A
	Meals			14.00	N/A
	Rental Car			14.00	N/A
	Apartment Costs			14.00	N/A
	Project Expeditor	\$1,505	Lsum	1.00	\$1,505
	Data Processing	\$2,009	Per Month	14.00	\$28,125
	Permits/Fees/Licenses			14.00	By Owner
	Bond			14.00	By Owner
	Liability Insurance			14.00	Included
	Course of Construction Insurance			14.00	Included
	Sub Total Construction Labor				\$191,134

Cost Code	Description	Rate	Factor	Months	Total
	Reimbursable Expenses	\$75,000	Lsum	1.0	\$75,000
	Blueprints and Reproduction			14.00	By Owner
	Builders Risk Insurance			14.00	By Owner
	Labor Compliance Program			14.00	By Owner
	Professional Liability Insurance			14.00	By Owner
	Testing and Inspections			14.00	By Owner
	Utility Connection and Assessment Fees			14.00	By Owner
	<i>Sub Total Reimbursables</i>				<i>\$75,000</i>

Total General Conditions Estimate: \$1,406,578.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-5

Date: November 17, 2009

Subject: Food Services Remodel Project (Moreno Valley Campus) –
Change Order No. 1

Background: On November 21, 2006, the Board of Trustees approved the Food Services Remodel Project at the Riverside City and Moreno Valley campuses. On March 20, 2007, the Board of Trustees approved Higginson + Cartozian Architects, Inc. to provide design and engineering services to prepare plans and specifications for the two campuses. The Food Services Remodel Project (Lion's Den Renovation) was designed to include a new covered patio area, new site drainage and concrete flatwork, new mechanical, electrical and plumbing systems as well as all interior finish work in the existing areas, and new additions to the existing Food Service facility. On August 18, 2009, the Board of Trustees awarded a bid to Hinkley & Associates for the Food Services Remodel Project at the Moreno Valley Campus.

Staff is now requesting approval of Change Order No. 1 to extend the contract date by sixty (60) calendar days with Hinkley & Associates for the Food Services Remodel Project at the Moreno Valley Campus for no additional cost to the District. Additional calendar days are required due to the re-routing of the Information Technology loop which will be completed prior to commencement of construction. A description of change order work is noted in the attached Change Order Summary.

Recommended Action: It is recommended the Board of Trustees approve Change Order No. 1 for the Food Services Remodel Project at the Moreno Valley Campus with Hinkley & Associates for an extension of the contract by sixty (60) calendar days at no additional cost to the District, and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Order.

Gregory W. Gray
Chancellor

Prepared by: Monte Perez
President
Moreno Valley Campus

Reagan Romali
Vice President Business Services, Moreno Valley Campus

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

Riverside Community College District
Facilities Planning, Design and Construction
Moreno Valley Campus Food Services Remodel Project

CHANGE ORDER SUMMARY

Change Order: 1
Contractor: Hinkley & Associates

<i>Contract Amount:</i>	\$ 1,392,000.00
<i>Change Order No. 1 Amount:</i>	<u>\$ 0.00</u>
<i>Revised Contract Sum:</i>	\$ 1,392,000.00
<i>Original Contract Contingency:</i>	\$ 139,200.00
<i>Remaining Contract Contingency:</i>	\$ 139,200.00

Change Order Description:

- Additional 60 calendar days required for re-routing of the Information Technology loop at no additional cost to the District. Re-routing to be completed prior to commencement of construction. Requested by: District/Contractor
Accountability: None – No cost or damage to either party. \$0.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-6

Date: November 17, 2009

Subject: Interim Food Service Facility (Moreno Valley Campus) –
Change Order No. 1

Background: On June 16, 2009, the Board of Trustees approved the Interim Food Service Facility project at the Moreno Valley Campus and a budget not to exceed \$80,000 using Food Services operational funds of \$28,000 and District Measure “C” funds of \$52,000. The Interim Food Service Facility would be installed temporarily and provide food services on campus during the year-long construction of the Food Services Remodel Project (Lion’s Den Renovation). On August 18, 2009, the Board of Trustees awarded a bid to Sherman Construction for the Interim Food Service Facility at the Moreno Valley Campus.

Staff is now requesting approval of Change Order No. 1 for modification to the Interim Food Service Facility project at the Moreno Valley Campus with Sherman Construction in the amount of \$1,430. A description of change order work is noted in the attached Change Order Summary.

To be funded from the Board approved project change order contingency which is funded through the Food Services Operational Funds of \$28,000 and District Measure “C” Funds of \$52,000 (Resource 4160).

Recommended Action: It is recommended the Board of Trustees approve Change Order No. 1 for the Interim Food Service Facility at the Moreno Valley Campus with Sherman Construction in the amount of \$1,430, and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Order.

Gregory W. Gray
Chancellor

Prepared by: Monte Perez
President
Moreno Valley Campus

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

Reagan Romali
Vice President Business Services
Moreno Valley Campus

Riverside Community College District
Facilities Planning, Design and Construction
Moreno Valley Campus Interim Food Service Facility

CHANGE ORDER SUMMARY

Change Order: 1
Contractor: Sherman Construction

<i>Contract Amount:</i>	\$ 18,000.00
<i>Change Order No. 1 Amount:</i>	<u>\$ 1,430.00</u>
<i>Revised Contract Sum:</i>	\$ 16,570.00
<i>Original Contract Contingency:</i>	\$ 1,800.00
<i>Remaining Contract Contingency:</i>	\$ 370.00

Change Order Description:

- Re-work sewer drain line (along with some replacement). \$1,430.00
Required due to temporary fence placement damage and disruptions, as a result of the ongoing District operations around the temporary installation. Due to the minimum slope as a result of a lack of adequate fixed invert locations, the sewer pipe required additional staking/support, and the long sloping runs required replacement to a cast iron material. This will result in a more durable interim installation.
Requested by: District
Accountability: None – Drainage was inadvertently damaged by District operations (or possible vandalism) and is now more securely staked in place.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-7

Date: November 17, 2009

Subject: Moreno Valley Campus Safety and Site Improvement Project –
Change Order No. 1

Background: On June 16, 2009, the Board of Trustees approved the Safety and Site Improvement Project at the Moreno Valley Campus and an estimated project budget of \$1million using \$900,000 of Measure “C” funds and \$200,000 of Moreno Valley Campus Scheduled Maintenance funds. The Safety and Site Improvement Project included replacement of carpet and tile flooring, wallpaper removal and repair, replacement of damaged ceiling tiles, damaged window coverings and counter tops, in restrooms replacement of missing tiles, toilet partitions and toilet accessories, and other identified deferred maintenance work throughout the campus. On August 18, 2009, the Board of Trustees awarded a bid to Fata Construction for removal and replacement of various finishes and repair of the existing parking lot for the Safety and Site Improvement Project at the Moreno Valley Campus.

Staff is now requesting approval of Change Order No. 1 to extend the contract date by seven (7) calendar days with Fata Construction for the Safety and Site Improvement Project at the Moreno Valley Campus for no additional cost to the District. A description of change order work is noted in the attached Change Order Summary.

Recommended Action: It is recommended the Board of Trustees approve Change Order No. 1 for the Safety and Site Improvement Project at the Moreno Valley Campus with Fata Construction for an extension of the contract by seven (7) calendar days at no additional cost to the District, and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Order.

Gregory W. Gray
Chancellor

Prepared by: Monte Perez
President
Moreno Valley Campus

Reagan Romali
Vice President Business Services
Moreno Valley Campus

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

Riverside Community College District
Facilities Planning, Design and Construction
Moreno Valley Campus Safety and Site Improvement Project

CHANGE ORDER SUMMARY

Change Order: 1
Contractor: Fata Construction

<i>Contract Amount:</i>	\$ 913,330.00
<i>Change Order No. 1 Amount:</i>	<u>\$ 0.00</u>
<i>Revised Contract Sum:</i>	\$ 913,330.00
<i>Original Contract Contingency:</i>	\$ 91,333.00
<i>Remaining Contract Contingency:</i>	\$ 91,333.00

Change Order Description:

- Additional 7 calendar days required for construction of the project at no additional cost to the District for additional work done. \$0.00

Requested by: District

Accountability: None – no cost or damage to either party.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-8

Date: November 17, 2009

Subject: Phase III-Norco/Industrial Technology Project – Change Orders

Background: On October 17, 2006, the Board of Trustees approved an agreement with ProWest Constructors to provide multiple prime construction management services for the Phase III-Norco Industrial Technology Project. On December 11, 2007, the Board of Trustees approved bids for thirty-two (32) construction prime trade contractors for the multiple prime delivery method. The individual contractors would complete construction services throughout the Phase III-Norco/Industrial Technology Project.

Staff is now requesting Board approval of Change Orders for modifications to the Phase III-Norco/Industrial Technology Building Project for the following contractors:

- Caston Plastering & Drywall, Inc. \$14,416.14
- Daart Engineering Company, Inc. \$793.92
- Fence Corp, Inc. (\$10,000.00)
- Inland Building Construction Companies, Inc.
(Doors, Frames, Hardware & Installation) \$19,590.33
- Inland Building Construction Companies, Inc.
(Specialties) \$8,266.04
- Munson Plumbing, Inc. \$15,671.20

A description of change order work is noted in the attached Change Order Summary.

To be funded from the Board approved project budget change order contingency State Construction Act Funds (Resource 4100) and District Measure “C” Funds (Resource 4160).

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-8

Date: November 17, 2009

Subject: Phase III-Norco/Industrial Technology Project – Change Orders (continued)

Recommended Action: It is recommended that the Board of Trustees approve the Change Orders for the Phase III-Norco/Industrial Technology Project for Caston Plastering & Drywall, Inc. - \$14,416.14, Daart Engineering Company, Inc. - \$793.92, Inland Building Construction Companies, Inc. (Doors, Frames, Hardware & Installation) - \$19,590.33, Inland Building Construction Companies, Inc. (Specialties) - \$8,266.04, Munson Plumbing, Inc. - \$15,671.20; approve the deductive Change Order for Fence Corp, Inc. - (\$10,000.00); and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Orders.

Gregory W. Gray
Chancellor

Prepared by: Dr. Brenda Davis
President
Norco Campus

Patti Braymer
Consultant, Business Services
Norco Campus

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

Riverside Community College District
Facilities, Planning, Design and Construction
Phase III-Norco/Industrial Technology Project

CHANGE ORDER SUMMARY

Change Order: 2

Contractor: Caston Plastering & Drywall, Inc.

<i>Contract Amount:</i>	\$ 1,285,585.00
<i>Change Order No.1 Amount:</i>	\$ 21,236.80
<i>Change Order No.2 Amount:</i>	\$ 14,416.14
<i>Revised Contract Sum:</i>	\$ 1,321,237.94
<i>Original Contract Contingency:</i>	\$ 128,558.50
<i>Remaining Contract Contingency:</i>	\$ 92,905.56

Change Order Description:

Provide expansion joint material VS-600E at stairs 1 and 2.
Provide sheet metal flashing at stairs 1 and 2 per Bulletin 34.
Provide 12 gauge wall base at 2nd floor columns per Bulletin 34. Reason: Per DSA approved FCD 15, stairs 1 and 2 were seismically separated from the main building and the resulting space requires expansion joint and flashing to weather-tight the building.

\$14,416.14

Requested by: Architect/Precast Engineer

Accountability: DSA or Errors & Omissions.

Change Order: 2

Contractor: Daart Engineering Company, Inc.

<i>Contract Amount:</i>	\$ 210,809.00
<i>Change Order No.1 Amount:</i>	\$ (22,966.43)
<i>Change Order No.2 Amount:</i>	\$ 793.92
<i>Revised Contract Sum:</i>	\$ 188,636.49
<i>Original Contract Contingency:</i>	\$ 21,080.90
<i>Remaining Contract Contingency:</i>	\$ 20,286.98

Change Order Description:

Provide seismic expansion at stairs. Reason: Per Bulletin 22 (DSA approved FCD 5), stairs became structurally independent of the building.

\$793.92

Requested by: Structural Engineer

Accountability: DSA or Errors & Omissions.

Change Order: 1

Contractor: Fence Corp, Inc.

<i>Contract Amount:</i>	\$ 70,063.00
<i>Change Order No.1 Amount:</i>	\$ (10,000.00)
<i>Revised Contract Sum:</i>	\$ 60,063.00
<i>Original Contract Contingency:</i>	\$ 7,006.30
<i>Remaining Contract Contingency:</i>	\$ 7,006.30

Change Order Description: Remove allowance from contract. Reason: Allowance not used during construction. (\$10,000.00)
Requested by: District
Accountability: Credit back to District.

Change Order: 2

Contractor: Inland Building Construction Companies, Inc. (doors, frames, hardware & installation)

<i>Contract Amount:</i>	\$ 269,800.00
<i>Change Order No.1 Amount:</i>	\$ 6,856.00
<i>Change Order No.2 Amount:</i>	\$ 19,590.33
<i>Revised Contract Sum:</i>	\$ 296,246.33
<i>Original Contract Contingency:</i>	\$ 26,980.00
<i>Remaining Contract Contingency:</i>	\$ 533.67

Change Order Description: Remove hardware on a time and material basis for security cabling and testing. Reason: The testing is per the scope of work for the Door, Frames and Hardware Prime Trade contractor, however it is unclear in the documents who is to install and connect the security cabling from the electric hinge to the electrified hardware. \$7,166.33
Requested by: District/CM
Accountability: Architect's Errors & Omissions or CM's Errors & Omissions.

Revise door hardware schedule and hardware sets per Bulletin 21 (DSA approved FCD9). Reason: The type of hardware specified per the contract documents did not comply with the security system specified by Security By Design. After several meetings to coordinate what the campus desired, the door hardware schedule was revised to comply with the Security System. The change is due to added hardware cost and the re-fabrication of hollow metal door frames that were fabricated to the original documents. \$12,424.00
Requested by: District
Accountability: College scope changes after bid.

Change Order: 3

Contractor: Inland Building Construction Companies, Inc. (specialties)

<i>Contract Amount:</i>	\$ 112,000.00
<i>Change Order No.1 Amount:</i>	\$ 1,769.63
<i>Change Order No.2 Amount:</i>	\$ (335.47)
<i>Change Order No.3 Amount:</i>	\$ 8,266.04
<i>Revised Contract Sum:</i>	\$ 121,700.20

<i>Original Contract Contingency:</i>	\$ 11,200.00
<i>Remaining Contract Contingency:</i>	\$ 1,164.33

Change Order Description:

Provide interior window at Office S232. Match adjacent office window detailing. Reason: Floor plans indicate interior window at S232 but do not provide window call-out similar to adjacent office windows. \$661.49

Requested by: Architect
Accountability: Errors & Omissions.

Modify the hollow metal door frames by removing 3/4" from the top of the frames at 16 openings. Reason: The finish elevation for the door frames is 10'-0", the elevation for the precast panels is also 10'-0". The precast panels need a gap for play or the door frame may be damaged during installation of the precast panels. \$1,442.28

Requested by: District/CM
Accountability: Unforeseen conditions/Errors & Omissions.

Change door hinges at Mechanical rooms to 5" heavy weight hinges per RFI 248. Reason: The specified hinge is too small and the doors were beginning to sag. \$1,515.88

Requested by: Architect
Accountability: Errors & Omissions.

Per RFI 283R, at doors x68, x71, x74, x76, and x77, in lieu of 7" wide thresholds, install 10" wide threshold. Threshold configuration and other dimensions on DSA approved documents shall remain unchanged. Reason: The specified 7" thresholds were not wide enough to cover edge of slab at the in-swing 2nd floor doors. \$473.92

Requested by: Architect
Accountability: Errors & Omissions.

Modify HM doors and frames in field to receive hardware revisions noted in Bulletin 21 (DSA approved FCD9). Reason: Bulletin 21 (District requested security related hardware changes) was issued after HM door and frames were prepped and delivered to site. \$4,172.47

Requested by: District
Accountability: College scope change after bid.

Contractor: Munson Plumbing, Inc.

<i>Contract Amount:</i>	\$ 359,000.00
<i>Change Order No.1 Amount:</i>	\$ 157.69
<i>Change Order No.2 Amount:</i>	\$ 19,634.47
<i>Change Order No.3 Amount:</i>	<u>\$ 15,671.20</u>
<i>Revised Contract Sum:</i>	\$ 394,463.36

<i>Original Contract Contingency:</i>	\$ 35,900.00
<i>Remaining Contract Contingency:</i>	\$ 436.64

Change Order Description:

Provide 12"x12" catch basin and bronze downspout nozzle at roof drain downspouts at the locations noted on Bulletin 30 (DSA approved FCD 16). Reason: Precast concrete panel embeds interfere with downspout to storm drain connection underground. \$7,935.20

Requested by: Construction Manager/Design Team

Accountability: Unforeseen condition.

Add compressed air lines at (3) locations in the manufacturing lab. Reason: The new equipment manufacturer required compressed air at these locations. The previously specified equipment did not require compressed air. \$293.07

Requested by: District

Accountability: College scope change after bid.

Provide and install (9) acid waste tail pieces for trap connector. Reason: The specified tail pieces on the acid waste sinks were not long enough to connect the p-traps to. \$557.31

Requested by: Architect/CM

Accountability: Errors & Omissions.

Re-route the 3" and 4" roof drains around preweld installed on columns. Reason: The drawings show the drain pipe coming off the rain gutter and attached to the beam, due to the precast installation and preweld locations, the gutter was rerouted and repaired multiple times. A portion of this work was covered under a previous change order. This change is for work completed after the previous change order and adjustments to man-hours not clearly depicted on timesheets. The Construction Manager reviewed the Daily Reports and verified the correct man-hours. The contractor also provided additional information to support his labor burden of 35%. The previous change order only billed for 20% labor burden at the time. This work was tracked on a time and material basis and is a back charge to HP Construction & Management. \$6,885.62

Requested by: District/CM

Accountability: Back charge to HP Construction

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-9

Date: November 17, 2009

Subject: Norco Campus Soccer Field Project (Phase II) - Change Order No. 2

Background: On January 27, 2009, the Board of Trustees awarded a contract to CSI Construction to provide general contracting services for the Norco Soccer Field (Phase II) project for work consisting of the following: demolition and clearing of the existing parking lot, construction of a new parking lot, construction of a new concession stand, restrooms, and locker rooms as well as site utilities, landscaping, irrigation, and other site improvements.

Staff is now requesting approval of Change Order No. 2 in the amount of \$28,506.10 for Phase II of the Norco Soccer Field project. A description of change order work is noted in the attached Change Order Summary. It is anticipated that this change order constitutes the last project change order and with the approval of this change order the cost issues are all reconciled.

To be funded from the Board approved project budget change order contingency, District Measure "C" Funds (Resource 4160).

Recommended Action: It is recommended the Board of Trustees approve Change Order No. 2 for the Norco Soccer Field (Phase II) project in the amount of \$28,506.10, and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Order.

Gregory W. Gray
Chancellor

Prepared by: Dr. Brenda Davis
President
Norco Campus

Patti Braymer
Consultant, Business Services
Norco Campus

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

Riverside Community College District
 Facilities Planning, Design and Construction
 Norco Campus Soccer Field Project (Phase II)

CHANGE ORDER SUMMARY

Change Order: 2
 Contractor: CSI Construction

<i>Contract Amount:</i>	\$ 1,292,691.00
<i>Change Order No.1 Amount:</i>	\$ 63,540.33
<i>Change Order No. 2 Amount:</i>	\$ 28,506.10
<i>Revised Contract Sum:</i>	\$ 1,384,737.43
<i>Original Contract Contingency:</i>	\$ 129,269.10
<i>Remaining Contract Contingency:</i>	\$ 37,222.67

Change Order Description:

- Change includes all costs to furnish and install an additional 1000 lineal feet of fiber optic cable required from the Communication Termical Cabinet (CTC) to the existing TTB at the West End Quad. Also includes furnishing and installing the innerduct for this cable.
Requested by: District
Accountability: Requested by college & Information Technology Department. \$3,750.73

- Change includes all costs to furnish and install an additional 75 lineal feet of electrical conduit from an existing manhole to the point of connection for the phone, fiber, and power. Also includes a credit for 325 lineal feet of conduit running to the existing main switchboard on campus. These changes were a result of conditions that did not match the available as-built drawings.
Requested by: District
Accountability: Poor as-built drawings. (\$4,005.13)

- Change includes all costs to restake the new sewer line. The City of Norco required a revised alignment of the sewer line after the survey stakes had been set.
Requested by: District
Accountability: City of Norco changed scope of work after our securing bids. \$466.62

- Change includes all costs to furnish and install 4 conduits, 36" deep and extending approximately 180 lineal feet for future power.
Requested by: District
Accountability: Improve user participation in developing scope of work. \$4,861.93

- Change includes all overtime costs for Saturday, 5/30/09 & 6/6/09. \$1,617.12
The concrete and paving crews had been delayed due to the City of Norco utility revisions and the organic soils discovered at the site. Crews needed to work overtime to meet the Commencement occupancy deadline.
Requested by: Campus
Accountability: Unforeseen conditions – acceleration of schedule.
- Change includes all costs to furnish and install additional asphalt concrete paving, grading, and demolition near the entrance to the project. The limits of grading and paving had to be extended to properly tie-in for the new paving to the existing grades. \$7,179.89
Requested by: District/Architect
Accountability: Errors & Omissions.
- Change includes all costs to furnish and install additional ductwork. \$5,664.11
The layout had to be revised to accommodate the addition of card readers and security system. Also include fire dampers that were added per the inspector's requirements.
Requested by: Campus/District
Accountability: Campus request and code compliance.
- Change includes all costs to furnish and install electrical components for the added security cameras. \$1,203.92
Requested by: Campus
Accountability: Campus additional scope of work.
- Change includes all costs to furnish and install revised door hardware for card readers and electric hardware. The scope includes electronic transfer hinges, electric mortise locks, corresponding prep work on all metal frames and doors. Added junction boxes at each door location, and new conduit and wire back to the electric panel. A credit for the original hardware included. Change also includes a cost to Bondo the exterior door frames. The hardware change required the door frames to be changed to punch and dimple frames to accommodate the revised hardware. The punch and dimple frames required an application of Bondo. \$8,283.55
Requested by: Campus
Accountability: Campus additional scope of work.
- Change includes all costs to remove the main double gate and approximately 20 feet of chain link fence. The original gate and fence were set too low. The original contractor was not able to make the adjustments in a timely manner maintain schedule, therefore CSI Construction was asked to provide temporary measures. Cost will be backcharged to the Phase 1 contractor, Byrom-Davey. \$401.73
Requested by: District
Accountability: None – poor original design.
- Change includes all costs to furnish and install additional handrail per DSA's plan review, due to adjustments at the East retaining wall. The plan change was made after the project had been bid. \$11,172.87
Requested by: District /Architect
Accountability: Errors & Omissions.

- Change includes all costs to furnish and install base plates and anchor bolts as well as wall anchors in lieu of concrete footings. The concrete was in conflict with the building foundation. \$204.76
Requested by: District
Accountability: Unforeseen condition.

- Change includes all costs to relocate the water heater per RFI #58. \$611.96
After the installation of the plumbing rough-in for the heater it was determined the water heater should be relocated over the mop sink in case of any potential leaks in the future.
Requested by: District
Accountability: Improved design.

- Change includes all liquidated damages associated with the contractor's delay and the cost to repair the sidewalk damaged by CSI Construction's subcontractor. The subcontractor was allowed a time extension of 31 working days from the original completion date of 6/1/09. This revised the completion date to 7/15/09. Substantial completion was not obtained until 10/2/09. CSI Construction is responsible for liquidated damages for the working days beyond 7/15/09. (\$12,700.00)
Requested by: District
Accountability: Liquidated damage (back charge).

- Reimbursement from the contractor for Utility Permit Fee paid by the District. (\$100.00)
Requested by: District
Accountability: Credit.

- Credit to District for unused allowance. (\$107.96)
Requested by: District
Accountability: Credit.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-10

Date: November 17, 2009

Subject: Norco Student Support Center – Design Amendment No. 3

Background: On February 20, 2007, the Board of Trustees ratified a contract agreement with Harley Ellis Devereaux (HED) for the Student Support Center project at the Norco Campus to prepare program plans, a Final Project Proposal, detailed plans, specifications, and working drawings for \$726,800. On August 19, 2008, the Board of Trustees approved a first amendment with HED to calculate HED's design fee on the final project construction cost, therefore adding \$330,911 to their agreement. On May 19, 2009, the Board of Trustees approved a second amendment for additional services with HED to provide an interior signage design package, audio visual architectural infrastructure design, security infrastructure integration, project electronic fly through and additional construction/audio visual design meetings for an added amount of \$59,927.

Staff now requests approval of a third amendment for additional services with HED for the Norco Student Support Center to provide additional architectural and engineering services for necessary and discretionary contract revisions throughout the project. The additional services are described in the attached amendment. The additional cost associated with the third amendment is not to exceed \$41,930. The HED agreement, including all three amendments and reimbursable expenses totals \$1,159,568.

To be funded from the Board approved project budget, District Measure "C" Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve Amendment No. 3 with Harley Ellis Devereaux for revisions to the Norco Student Support Center project in an amount not to exceed \$41,930, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment.

Gregory W. Gray
Chancellor

Prepared by: Brenda Davis
President
Norco Campus

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

THIRD AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
HARLEY ELLIS DEVEREAUX
(Norco Student Support Center Project)

This document amends the original agreement between the Riverside Community College District and Harley Ellis Devereaux, which was approved by the Board of Trustees on February 20, 2007.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$41,930, including reimbursable expenses. The term of this agreement shall be from the original agreement date of February 28, 2007, to the estimated completion date of December 31, 2010. Payments and final payment shall coincide with original agreement.
- II. The additional scope of work is described in Exhibit I, attached.

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

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

HARLEY ELLIS DEVEREAUX

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

Brent T. Miller
Principal
1770 Iowa Avenue
Riverside, CA 92507

By: _____

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Project: Student Support Center
Norco Campus

Scope of Work:

Additional architectural and engineering services provided by Harley Ellis Devereaux for necessary and discretionary contract revisions throughout the Norco Student Support Center Project.

Scope of Services:

Revised Footing Locations:

Provide revised canopy design due to unknown location of a storm drain line. Establish new sizing of canopy lateral support members and footings with calculations for DSA submittal and review. Prepare and attend two (2) meetings on site with the IOR to review potential solutions. Prepare and meet with San Diego DSA office for review and submission of drawings. Upon DSA approval we will prepare a bulletin for construction. Provide revised Architectural and Landscaping plans and details to accommodate the new column locations. HED will issue a bulletin for construction and review the Change Order. Harley Ellis Devereaux's fee for the scope is \$12,630.00.

Enhanced CA services:

HED current fee based on the original contract calculates to 15 hrs/wk. for the Construction Administration effort. Providing for that, based on estimated time of remaining duration (49 weeks); the fee allows for 705 man-hours. The Request to replace HED's current Construction Administrator with Howard Dobbins will result in an increase of \$30/hr of labor based on salary. Harley Ellis Devereaux's fee for Enhanced CA is \$21,150.00.

Dedicated Mechanical System Design for IT Rooms:

The current HED Mechanical Design provides enough system capacity to meet the IT Consultant's request to provide support for cooling the IT equipment being proposed for Room 218b and Storage 122. However, HED was notified after the completion of contract documents that the rooms are to be cooled 24 hours a day. The proposed mechanical design will include a smaller Split system for these locations mounted on the roof. HED will also provide electrical service to the new system and architectural coordination and roof details. HED will issue a bulletin for construction and review the Change Order. Harley Ellis Devereaux's fee for the scope is \$5,850.00.

Additional Fly Fan coordination:

The health department required a single fly fan. HED is providing this code required fan as part of our basic services. The campus has requested an additional fly fan at door 102. HED will specify a fly fan and coordinate the location with the storefront shop drawings and coordinate the required elec. connection. HED will issue a bulletin for construction and review the Change Order. Harley Ellis Devereaux's fee for the scope is \$2,300.00.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-11

Date: November 17, 2009

Subject: Riverside Nursing/Science Building Project – Design Amendment No. 5

Background: On June 20, 2006, the Board of Trustees approved an agreement with GKK Works (GKK) to provide plans, specifications and working drawings for the Nursing/Science Building project at the Riverside City College for \$4,290,825.15. The agreement included the provision to assign GKK additional services on a negotiated basis. On September 11, 2007, the Board of Trustees approved a first amendment with GKK for the development of design and specifications of a site plan layout and special signage, engineering and design services for audio-visual and information technology systems, and design services for development of safety and security systems for \$389,952. On June 17, 2008, the Board of Trustees approved a second amendment for design services to assess changes required by the California Building Code (2007 CBC) related to structural/mechanical systems and fire/life safety issues for \$850,482. On August 18, 2009, the Board of Trustees approved a third amendment for the development of hazardous materials management services in response to Division of State Architect (DSA) Fire Marshal's Plan review of the Riverside Nursing/Science Building project for \$22,857. On October 20, 2009, the Board of Trustees approved a fourth amendment for a Leadership in Energy and Environmental Design (LEED) feasibility study. The LEED feasibility study will provide the District with a summary analysis for LEED prerequisites and a summary estimating potential savings to the District for changes to green project design, development and operations for the Riverside Nursing/Science Building project in the amount of \$24,900.

Staff now requests approval of a fifth request for additional services with GKK for the Riverside Nursing/Science Building project to provide revisions to the Life Science Department which include architectural services, mechanical, plumbing and electrical engineering, Information Technology and Audio Video consulting services. The additional services of \$37,564 will accommodate the third and fourth floor laboratory layout revisions and are described in the attached amendment. Also included is additional reimbursable expense compensation of \$50,000 beyond the original agreement, for reproduction of drawings, documents, postage and deliveries. The fifth amendment may result in some additional cost due to the revised layout of the laboratory spaces, however considering the favorable bid environment, the District may not realize the cost premiums associated due to factors such as economy of scale and like-type facility designs already part of the bid documents. The benefit of these changes to the Life Science Department will provide flexible learning labs that accommodate ever-changing curriculum while serving more students and student learning needs. The total additional cost associated with this fifth amendment is not to exceed \$87,564. The GKK agreement, including all five amendments and reimbursable expenses, totals \$5,666,580.15.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-11

Date: November 17, 2009

Subject: Riverside Nursing/Science Building Project – Design Amendment No. 5
(continued)

To be funded from the Board approved project budget, State Construction Act (Resource 4100) and District Measure “C” Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve Amendment No. 5 with GKK Works for revisions to the Life Science Department and additional reimbursable expense compensation for the Riverside Nursing/Science Building project in an amount not to exceed \$87,564, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment.

Gregory W. Gray
Chancellor

Prepared by: Jan Muto
President
Riverside City College

Norm Godin
Vice President Business Services
Riverside City College

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

FIFTH AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
GKK WORKS
(Riverside Nursing/Science Building Project)

This document amends the original agreement between the Riverside Community College District and GKK Works, which was approved by the Board of Trustees on June 20, 2006.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$87,564, including reimbursable expenses. The term of this agreement shall be from the original agreement date of June 21, 2006, to the estimated completion date of September 30, 2012. Payments and final payment shall coincide with original agreement.
- II. The additional scope of work is described in Exhibit I, attached.

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

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

GKK WORKS

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

Kris Kay
Principle of Higher Education
2355 Main St., Ste. 220
Irvine, CA 92614

By: _____

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Project: Nursing/Science Building Project
Riverside City College

Scope of Work:

Additional services include revisions to the Life Science department within the third and fourth floor laboratory layout and additional reimbursable expense compensation for the Riverside Nursing/Science Building Project. Revised services to the Life Science department include architectural; mechanical, plumbing and electrical engineering; Information Technology (IT) and Audio Video (AV) consulting services.

Scope of Services:

The revisions will affect the six (6) following laboratory layouts (room names from DSA Construction Documents):

1. 303: Biology #12
2. 304: Biology #11
3. 305: General Biology #1
4. 306: Botany / Ecology
5. 307: Biology #13
6. 404: Life Science Biology #12

Per the Life Science Department request, the new Laboratory layouts will generally match Room 301: Anatomy 2A and Room 302: Anatomy 2B. Some of the major features are as follows:

1. Laboratories will be designed with a "dogbone" lab tables.
2. Laboratory tables will be 13 feet in length.
3. Each lab table will accommodate 8 students, 4 per side.
4. Each laboratory will be designed with a front demonstration table.
 - a. Per the District IT/AV Department, the front demonstration table will be a pre-fabricated table (by Spectrum, or approved equal), to allow easier access to equipment and provide flexibility for the future.
5. Video projection will be from the front/middle of each Laboratory.
6. Video projection will be from the front/middle in Rooms 301, 302, 339, and 343.

Deliverables:

1. Revised Architectural, Mechanical, Plumbing, Electrical, IT, and AV Construction Documents.
 - a. These Documents will be issued to the Bidders as an Addendum.
 - b. These Documents will be submitted to DSA for review and approval.
 - c. These Documents will be submitted to the State Chancellor's Office for review and approval.

Reimbursable Expenses:

1. Additional reimbursable expense compensation in an amount not to exceed \$50,000 (beyond the original agreement of \$42,483) for reproduction of drawings, documents, postage and delivery.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-12

Date: November 17, 2009

Subject: Wheelock Gymnasium, Seismic Retrofit (P.E. Complex – Phase II) Project –
Design Amendment No. 1

Background: On December 9, 2008, the Board of Trustees approved an agreement with GKK Works (GKK) to provide design services for the development of design, working drawings, specifications, and a project cost estimate for the Wheelock Gymnasium, Seismic Retrofit (P.E. Complex – Phase II) project located at the Riverside City College. On June 16, 2009, staff presented to the Board of Trustees the project design for consideration which approved a tentative budget for the Wheelock Gymnasium, Seismic Retrofit project in the amount of \$18,411,120.

Due to the State's furlough requirement imposed on Division of State Architect (DSA), the ability of DSA to process deferred approval shop drawings timely has diminished greatly. At the suggestion of DSA's plan intake officer, the Districts development of the fire sprinkler design within the bid package would save the project time in plan check, expedite the project schedule, and potentially yield a savings to the District on bid pay. GKK is already familiar with the project and is a natural choice to provide these design services.

Staff now requests approval of additional services with GKK for the Wheelock Gymnasium, Seismic Retrofit project to provide architectural, plumbing and civil engineering services to design and prepare plans, calculations and specifications for an added Automatic Fire Sprinkler System in the Wheelock Gymnasium. The sprinkler design is necessary to expedite the complete plan review process and avoid a lengthy deferred approval process. This will allow a complete, inclusive bid that can be recommended for award by the June 2010 Board of Trustees meeting to reserve over \$10 million in State funds for this project. The additional services are described in the attached amendment. The additional cost associated with the first amendment is not to exceed \$24,700. The GKK agreement, including amendment and reimbursable expenses, totals \$1,384,700.00.

To be funded from the Board approved project budget, State Construction Act Funds (Resource 4100) and District Measure "C" Funds (Resource 4160).

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-12

Date: November 17, 2009

Subject: Wheelock Gymnasium, Seismic Retrofit (P.E. Complex – Phase II) Project –
Design Amendment No. 1 (continued)

Recommended Action: It is recommended that the Board of Trustees approve Amendment No. 1 with GKK Works to design and prepare plans, calculations and specifications for an added Automatic Fire Sprinkler System for the Wheelock Gymnasium, Seismic Retrofit project in an amount not to exceed \$24,700, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment.

Gregory W. Gray
Chancellor

Prepared by: Jan Muto
President
Riverside City College

Norm Godin
Vice President Business Services
Riverside City College

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

AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
GKK WORKS
(Wheelock Gymnasium, Seismic Retrofit)

This document amends the original agreement between the Riverside Community College District and GKK Works, which was approved by the Board of Trustees on December 9, 2008.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$24,700, including reimbursable expenses. The term of this agreement shall be from the original agreement date of December 9, 2008, to the estimated completion date of April 1, 2011. Payments and final payment shall coincide with original agreement.
- II. The additional scope of work is described in Exhibit I, attached.

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

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

GKK WORKS

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

Kris Kay
Principle of Higher Education
2355 Main St., Ste. 220
Irvine, CA 92614

By: _____

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Project: Wheelock Gymnasium, Seismic Retrofit
Riverside City College

Scope of Work:

GKK Works additional services include architectural, plumbing and civil engineering services to design and prepare plans, calculations and specifications for an added Automatic Fire Sprinkler System in the Wheelock Gymnasium which will be processed with the original plan submittal.

Scope of Services:

The deliverables shall consist of the following:

1. Sprinkler/Building Plans
2. Specifications
3. Hydraulic Calculations
4. Product Data Sheets (Cut Sheets)

The items required from the District include:

1. Fire Flow Test of Supply Water
 - a. Data on water supply source (pressure and gpm)
 - b. Test shall be performed within the last six months

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-1

Date: November 17, 2009

Subject: Tequesquite Arroyo Trunk Sewer Project – Riverside City College

Background: The City of Riverside anticipates bidding a project named the Tequesquite Arroyo Trunk Sewer Project (TATSP) which is planned to be completed by July 2010. The project replaces one of the oldest sewer lines in the City, a portion of which traverses the Riverside City College. Replacing the sewer line will provide an opportunity for the City and District to redefine and make more efficient the City sewer easements which currently cross the campus.

Due to the concurrent schedules and proximity of the TATSP and the Riverside Aquatics Complex project, the City agreed to reimburse the District \$79,000 for the repair of Saunders Street with a standard full-width grind and two inch overlay of the asphalt roadway along much of Saunders Street. The City also agreed to vacate all unused easements and provide the District with as-built drawings of the new work. Lastly, all work by the City's contractor will be scheduled to occur during the night hours (after college classes and activities have ended) for all areas requiring trench work, thereby minimizing disruption to campus activity and student parking. The work shall be covered prior to the next morning's college activities. Work is scheduled to commence by mid-February 2010. The District will reciprocate with approval of both; a new sewer easement and a temporary construction easement across the college permitting access to the project area.

Staff requests the Board of Trustees approve the agreements between the District and City of Riverside for the TATSP at Riverside City College which includes: Permanent Sewer Easement (1), Temporary Construction Sewer Easement (2), Temporary Construction Storm Drain Easement (3), Temporary Construction Easement (4), Right of Entry Storm Drain (5), and Reimbursement to the District (6). Six agreements are attached for the Board's consideration.

The \$79,000 reimbursement shall be credited to the Riverside Aquatics Complex project budget which is jointly funded by Riverside Community College District using District Measure "C" Funds (Resource 4160), the City of Riverside, the County of Riverside, and private contributors.

Recommended Action: It is recommended the Board of Trustees approve the six agreements with the City of Riverside and reimbursement to RCCD of \$79,000 for repair of Saunders Street at Riverside City College, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements.

Gregory W. Gray
Chancellor

Prepared by: Jan Muto
President, Riverside City College
Norm Godin
Vice President, Business Services, Riverside City College
Orin L. Williams
Associate Vice Chancellor, Facilities Planning, Design and Construction

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FREE RECORDING

This instrument is for the benefit
of the City of Riverside and is
entitled to be recorded without
fee (Government Code §6103)

FOR RECORDER'S OFFICE USE ONLY

Project: Tequesquite Sewer

APN: 217-080-017 & 024, 217-122-002, 217-300-015
219-036-001, 003, 004, 006, 007, 008 & 009,
219-044-004, 219-080-001, 219-091-001,
219-102-009, 011 & 013

D-

EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged RIVERSIDE COMMUNITY COLLEGE DISTRICT, a Public Agency of the State of California, which acquired title as Riverside Community College District, Riverside Community College District, a Public Agency of the State of California, Riverside Junior College School District, a Public School District and Riverside Junior College School District of Riverside County, as Grantor, hereby grants to the CITY OF RIVERSIDE, a municipal corporation of the State of California, as Grantee, its successors and assigns, an easement and right-of-way for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, renewal and removal of SANITARY SEWER FACILITIES, together with all necessary appurtenances, in, under, upon, over and along that certain real property described in "**EXHIBIT A**" attached hereto and incorporated

herein by this reference, located in the City of Riverside, County of Riverside, State of California.

TOGETHER WITH the right to clear and keep clear said easement and right-of-way from any structures or trees, to enter upon and to pass and repass over and along said real property, and to deposit tools, implements and other material thereon by Grantee, its officers, agents and employees and by persons under contract with said Grantee and their officers, agents and employees, whenever and wherever necessary for the purpose of constructing, reconstructing, maintaining, operating, inspecting, repairing, replacing, relocating, renewing and removing said SANITARY SEWER FACILITIES.

Dated _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT,
a Public Agency of the State of California

James L. Buysse
Vice Chancellor
Administration and Finance

ACKNOWLEDGEMENT

State of California }
County of _____ } ss

On _____, before me _____
personally appeared **James L. Buysse** who proved to me on the basis of satisfactory
evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity, and that
by his signature on the instrument the person, or the entity upon behalf of which the
person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct

WITNESS my hand and official seal.

Notary Signature

**CERTIFICATE OF ACCEPTANCE
(Government Code Section §27281)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within
instrument to the City of Riverside, California, a municipal corporation, is
hereby accepted by the undersigned officer on behalf of the City Council
of said City pursuant to authority conferred by Resolution No. 21027 of said
City Council adopted September 6, 2005 and the grantee consents to
recordation thereof by its duly authorized officer.

DATED _____

CITY OF RIVERSIDE

By: _____

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FREE RECORDING

This instrument is for the benefit
of the City of Riverside and is
entitled to be recorded without
fee (Government Code 6103)

FOR RECORDER'S OFFICE USE ONLY

Project: Tequesquite Arroyo Trunk Sewer
APN 217-080-017 & 024, 217-122-002, 217-300-015
219-036-001, 003, 004, 006, 007, 008 & 009,
219-044-004, 219-080-001, 219-091-001,
219-102-009, 011 & 013

D-

***TEMPORARY CONSTRUCTION
EASEMENT***

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RIVERSIDE COMMUNITY COLLEGE DISTRICT, a Public Agency of the Sate of California, which acquired title as Riverside Community College District, Riverside Community College District, a Public Agency of the State of California, Riverside Junior College School District, a Public School District and Riverside Junior College School District of Riverside County, as Grantor, hereby grants a temporary easement and right of way to the CITY OF RIVERSIDE, a municipal corporation of the State of California, as Grantee, its successors and assigns.

The property subject to this temporary easement and right of way is located in the City of Riverside, County of Riverside, State of California, as described in **Exhibit "A"** attached hereto and incorporated herein by this reference.

This temporary easement and right of way allows Grantee the right to use the above described property for the purpose of installing public improvements. Such use may include, but is not limited to ingress and egress of persons and vehicles, the deposit of tools, equipment, machinery, and materials used in the performance of the construction, and for similar purposes by the City of Riverside, its officers, employees, agents or contractors.

Upon completion of construction, Grantee promises to remove all debris, waste, brush, or other materials deposited or placed upon the property subject to this temporary easement. Grantee further promises to make all reasonable efforts to return the surface of the property, with the exception of vegetation, to its original condition prior to entry.

This temporary easement and right-of-way shall terminate upon completion of the public improvements and acceptance by City, or within one year from the date of recording this document, whichever occurs first.

Dated _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT,
a Public Agency of the State of California

James L. Buysse
Vice Chancellor
Administration and Finance

ACKNOWLEDGEMENT

State of California }
County of _____ } ss

On _____, before me _____
personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct

WITNESS my hand and official seal.

Notary Signature

**CERTIFICATE OF ACCEPTANCE
(Government Code Section §27281)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to
the City of Riverside, California, a municipal corporation, is hereby accepted by the
undersigned officer on behalf of the City Council of said City pursuant to authority
conferred by Resolution No. 21027 of said City Council adopted September 06, 2005
and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

CITY OF RIVERSIDE

By: _____

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FREE RECORDING

This instrument is for the benefit
of the City of Riverside and is
entitled to be recorded without
fee (Government Code §6103)

FOR RECORDER'S OFFICE USE ONLY

Project: Tequesquite Arroyo Trunk Sewer
APN 217-122-002 & 217-080-021
Address: 4690 Magnolia Ave

D-

**TEMPORARY CONSTRUCTION
EASEMENT**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RIVERSIDE COMMUNITY COLLEGE DISTRICT, a Public Agency of the State of California, who acquired title as RIVERSIDE JUNIOR COLLEGE SCHOOL DISTRICT, as Grantor, hereby grants a temporary easement and right of way to the CITY OF RIVERSIDE, a municipal corporation of the State of California, as Grantee, its successors and assigns.

The property subject to this temporary easement and right of way is located in the City of Riverside, County of Riverside, State of California, as described in **Exhibit "A"** attached hereto and incorporated herein by this reference.

This temporary easement and right of way allows Grantee the right to use the above described property for the purpose of installing public improvements. Such use may include, but is not limited to ingress and egress of persons and vehicles, the deposit of tools, equipment, machinery, and materials used in the performance of the

construction, and for similar purposes by the City of Riverside, its officers, employees, agents or contractors.

Upon completion of construction, Grantee promises to remove all debris, waste, brush, or other materials deposited or placed upon the property subject to this temporary easement. Grantee further promises to make all reasonable efforts to return the surface of the property, with the exception of vegetation, to its original condition prior to entry.

This temporary easement and right-of-way shall terminate upon completion of the public improvements and acceptance by City, or within one year from the date of recording this document, whichever occurs first.

Dated _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT,
a Public Agency of the State of California,
who acquired title as RIVERSIDE JUNIOR
COLLEGE SCHOOL DISTRICT

James L. Buisse
Vice Chancellor
Administration and Finance

ACKNOWLEDGEMENT

State of California
County of _____ } ss

On _____, before me _____
personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct

WITNESS my hand and official seal.

Notary Signature

**CERTIFICATE OF ACCEPTANCE
(Government Code Section §21027)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to
the City of Riverside, California, a municipal corporation, is hereby accepted by the
undersigned officer on behalf of the City Council of said City pursuant to authority
conferred by Resolution No. 21027 of said City Council adopted September 06, 2005
and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

CITY OF RIVERSIDE

By: _____

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
Tequesquite Arroyo Trunk Sewer Project

RIVERSIDE COMMUNITY COLLEGE DISTRICT

THE TEMPORARY CONSTRUCTION EASEMENT AGREEMENT, is made and entered into this 18th day of November, 2009, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“Grantee”), and RIVERSIDE COMMUNITY COLLEGE DISTRICT, a public entity of the State of California, who acquired title as RIVERSIDE JUNIOR COLLEGE SCHOOL DISTRICT, (“Grantor”).

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Grantor permits Grantee use of the Property as generally depicted on Exhibit “A” and Exhibit “B” attached hereto and made a part hereof by this reference (the “Premises”), the use of the Premises shall be used for a temporary easement and right-of-way for the construction, and installation of sewer facilities, together with all necessary appurtenances, in, under, upon, over and along the property located in the City of Riverside, County of Riverside, State of California.
2. The term of this agreement shall become effective November 18, 2009 (“Effective Date”) and shall terminate upon completion of the work of constructing the trunk sewer or within 18 months of the Effective Date, whichever occurs first.
3. Grantee shall coordinate all construction activities with Grantor. All open trench work is scheduled to be accomplished during night hours. (Night work will minimize construction conflicts with on campus parking and construction activities associated with the new Riverside Aquatics Complex.)
4. Grantee will abandon the existing trunk sewer system which traverses Grantors property that would be obliterated, or rendered unusable by Grantee as a result of the construction of new the Tequesquite Arroyo Trunk Sewer Project. Abandonment techniques will be by standard engineering and construction methods.
5. Grantee agrees to install the new sewer main under the baseball fields using trenchless technology.
6. The Parties agree that Saunders Street shall be resurfaced at the completion of Grantor’s Riverside Aquatics Complex. The Parties shall enter into a separate agreement regarding the resurfacing.
7. Grantee agrees to quitclaim all abandoned sewer easements, across Grantors property, as they relate to the existing trunk sewer system that will be abandoned.
8. Said temporary construction easement is to be used for all purposes proper and convenient in the construction and installation of sewer facilities, including the rights of

ingress and egress, the temporary deposit of tools, equipment, machinery, vehicles, materials and supplies used in the performance of said work, and for similar and related purposes by the City of Riverside, its officers, employees, agents or contractors.

9. Upon completion of construction, the City of Riverside shall remove all debris, waste or excess material, brush or other matter or material deposited or placed upon the land, and with the exception of vegetation, return the surface as near as possible to its condition before construction.
10. Grantee shall defend, indemnify and hold Grantor and its trustees, agents and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from Grantee's, its officers, directors, agents, affiliates and employees, performance of this Agreement.
11. Grantee, its employees and agents, understand that harassment of any student or employee of Grantor with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed on the date and year first written above.

CITY OF RIVERSIDE

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____
City Manager

By _____
James L. Buysse
Vice Chancellor
Administration and Finance

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

Supervising Deputy City Attorney

Exhibit A
Map of Tequesquite Arroyo Trunk Sewer Project at Riverside City College

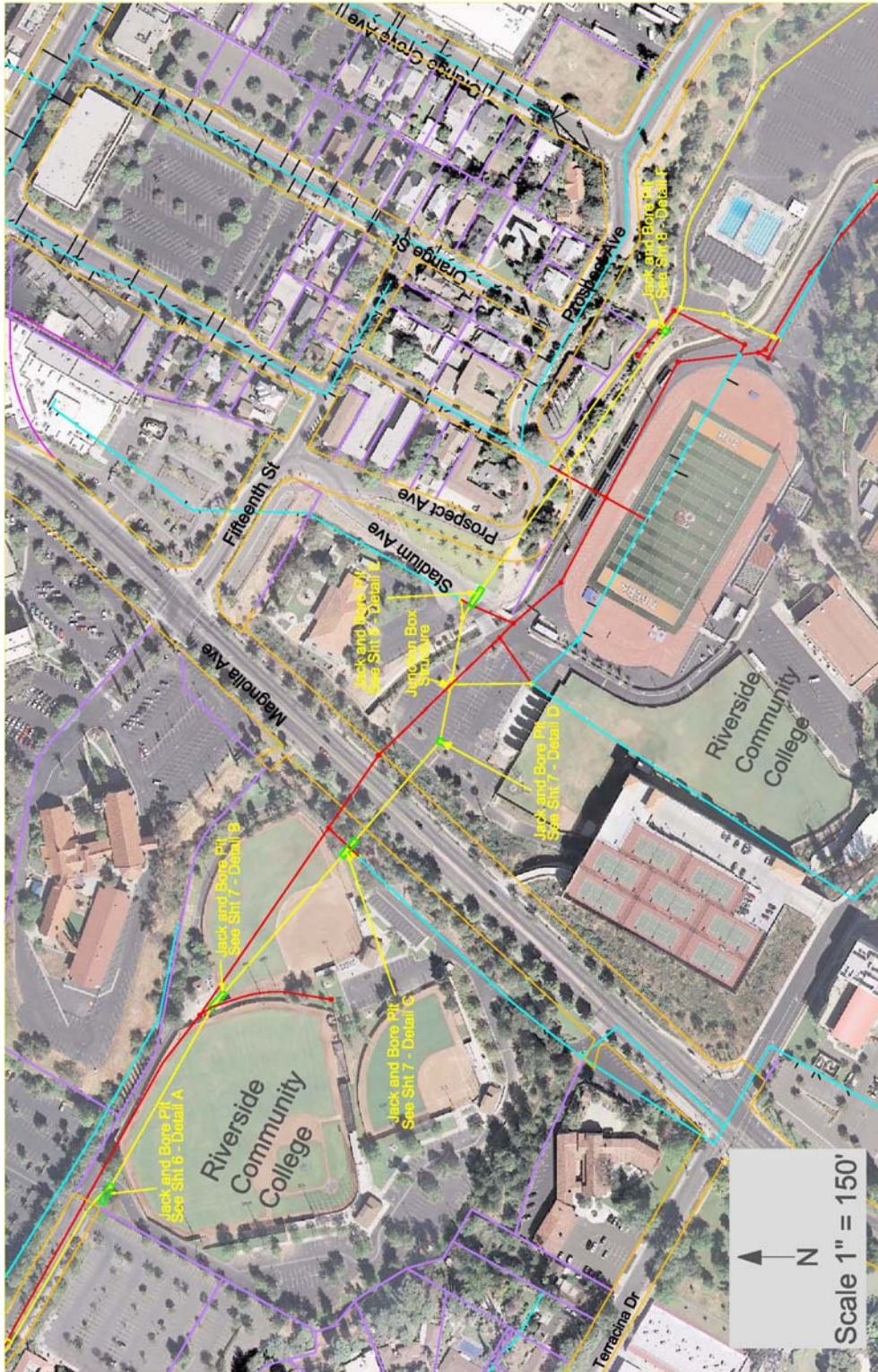
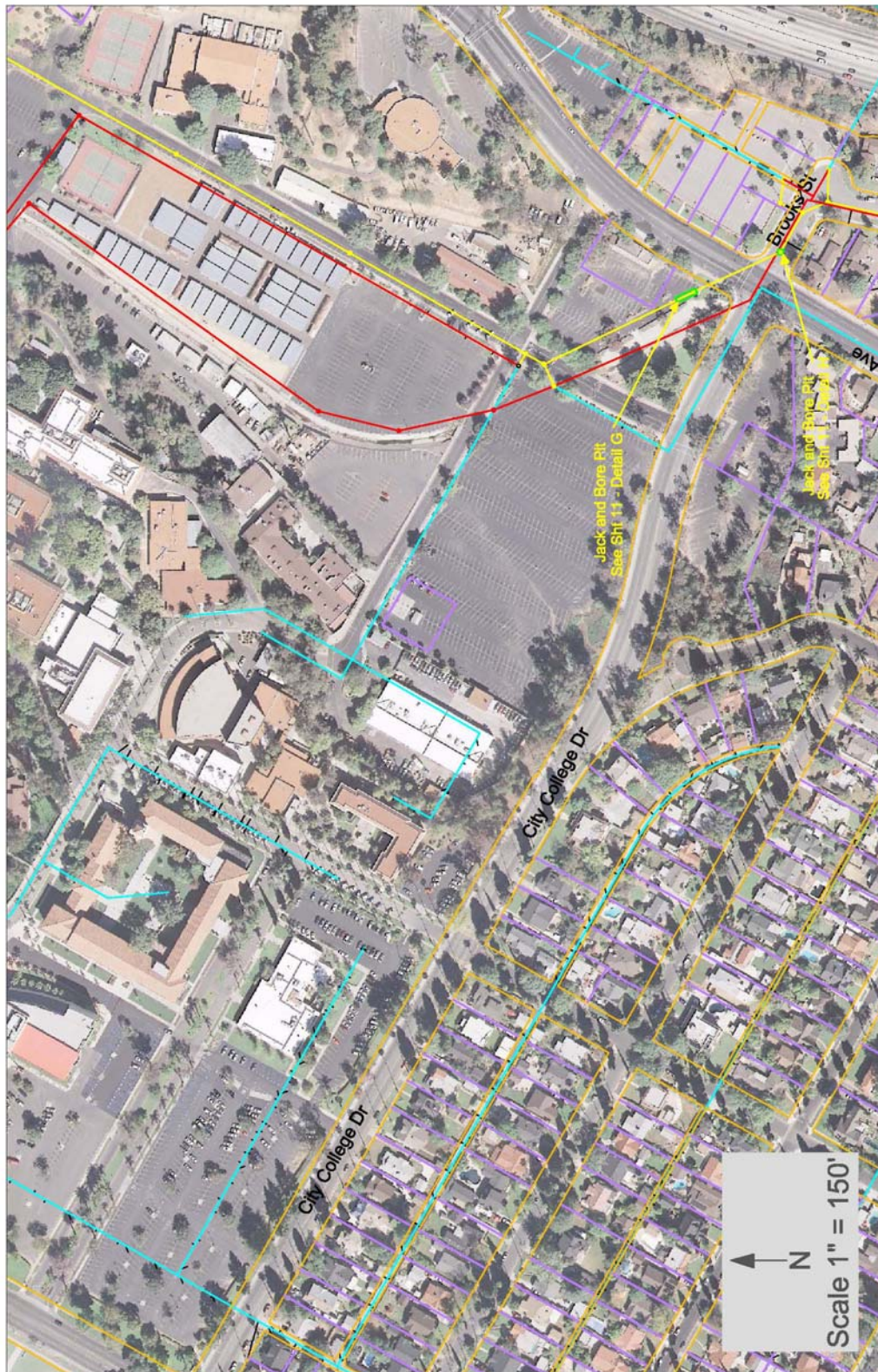


Exhibit B Map of Tequesquite Arroyo Trunk Sewer Project at Riverside City College



Proposed Project: Magnolia Storm Drain Realignment
Site Address: 4690 Magnolia Ave
Assessor's Parcel No. 217-080-021

RIGHT OF ENTRY

The undersigned owner of the real property which is the subject of this Right of Entry (hereinafter referred to as "Owner"), understands that the City of Riverside intends to construct storm drain facilities with any improvements and appurtenances.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner irrevocably grants permission to the City of Riverside, a municipal corporation of the State of California, its officers, employees, agents, contractors, and/or subcontractors (hereinafter collectively referred to as "City") to enter upon that portion of the real property owned by Owner designated as "**ROE AREA**" on the map attached hereto and incorporated herein by this reference, including the right for the following purpose(s):

1. Temporary deposit of construction machinery, equipment and supplies;
2. Ingress and egress; and
3. Any additional work determined by the **(put in the name of the department)** to be necessary to complete the project for which this right of entry is given.

This Right of Entry is granted on the condition that upon completion of the work, City shall remove all tools, equipment, machinery, vehicles, materials and supplies used in the performance of the work and all waste materials and debris resulting there from, and with the exception of existing vegetation, return the ROE Area as near as possible to its condition before commencement of work.

This Right of Entry shall be effective on the date of execution as hereinafter set forth and shall terminate upon completion and acceptance of such work by City.

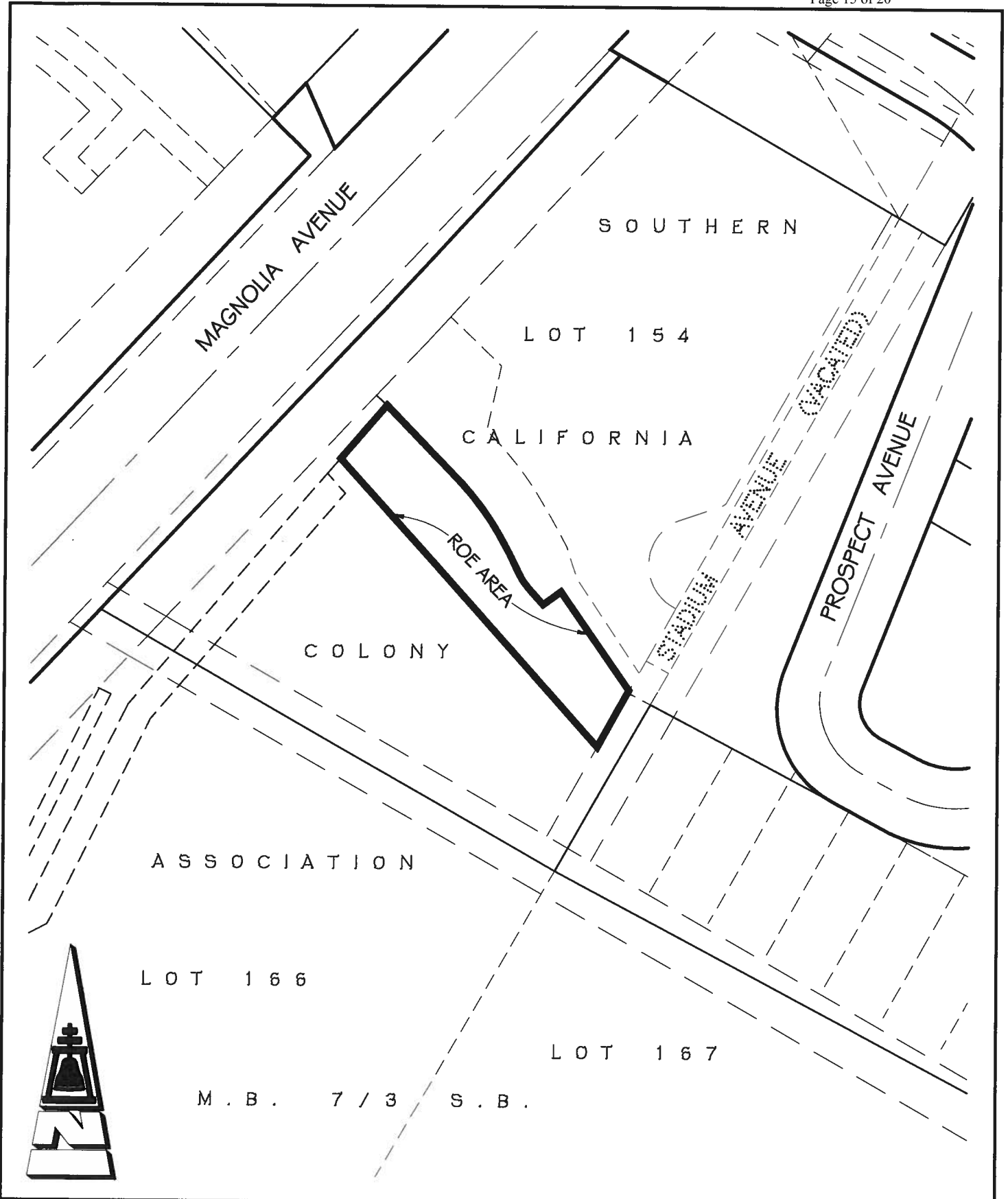
Dated: _____

James L. Buysse
Vice Chancellor
Administration and Finance

Dated: _____

City of Riverside

By: _____
Manager, Real Property Services Division



● CITY OF RIVERSIDE, CALIFORNIA ●

SHEET 1 OF 1

SCALE: 1" = 100'

DRAWN BY: RICH

DATE: 09/22/09

SUBJECT: TEQUESQUITE ARROYO TRUNK SEWER

REIMBURSEMENT AGREEMENT

(Riverside Community College District)

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2009, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”) and RIVERSIDE COMMUNITY COLLEGE DISTRICT, a public entity (“RCC”) with reference to the following facts:

Recitals

A. The City of Riverside Public Works Department is completing the design stage for the Tequesquite Arroyo Truck Sewer Replacement Project (“Sewer”). Improvements will include the grinding and overlay of Saunders Avenue. The anticipated completion date for the Sewer through RCC’s campus is the summer of 2010.

B. RCC is concurrently constructing its new Aquatics Facility (“Pool”). The anticipated completion date for the Pool is the first quarter of 2011.

C. RCC has requested that the final paving be completed at the end of the Pool project.

D. The City has agreed to reimburse the RCC for the costs associated with the final grind and overlay of Saunders Street (“Work”).

NOW THEREFORE, the Parties hereto agree as follows:

1. Work. The Work shall consist of all construction work (including, without limitation, all materials, supplies, utilities, labor, construction and/or project management, and other services or things), required to complete the final grind and overlay of Saunders Street to City specifications.

2. Term. RCC shall complete the work set forth in Section 1 above no later than March 31, 2011.

3. Compensation. The City, upon the completion of the final grind and overlay of Saunders Street, shall reimburse RCC a sum not to exceed Seventy-Nine Thousand Dollars (\$79,000.00).

4. Competitive Bidding of Work. RCC shall solicit competitive bids for construction of the Work and in accordance with the competitive bidding procedures applicable to public works projects undertaken by RCC. RCC, in its discretion, may seek competitive bids for the Work as a stand-alone project or as an element of the Pool project or any portion thereof. RCC shall provide to the City for review by the City and for City budgeting purposes, a copy of the monetarily-lowest bid received from a responsive and responsible bidder.

5. Construction of the Work. RCC shall construct the Work in accordance with the approved plans and permits issued and/or prepared by the City. RCC's obligation to construct the Work shall include, without limitation, provision of all construction engineering, management, and supervision. Construction engineering shall include, as necessary, construction surveys, materials testing, and inspections (other than City inspections).

6. Compliance with Applicable Law. RCC shall require that its contractors comply with all federal, state, and local laws and regulations, including without limitation, building, plumbing, mechanical and electrical codes, and provisions of the City's municipal code, applicable to construction of the Work in accordance with approved plans.

7. Contractors. The contractor(s) that RCC employs to construct the Work shall be duly licensed, insured and bonded. RCC's contract(s) with such contractor(s) shall contain a reference to this Agreement and to the specific obligations to carry out and complete the construction in accordance with applicable provisions of this Section and to obtain appropriate insurance as provided in Section 13 herein.

8. Payment and Performance Bonds. RCC shall require that each contractor constructing any portion of the Work provide both a payment bond and a performance bond, each with a penal amount equal to 100% of the contract amount for such contractor's portion of the construction. Each bond shall be issued by a surety admitted in the state and shall name both RCC and the City as co-obligees. Such bonds shall remain in effect until at least thirty-five (35) days after the date RCC records a Notice of Completion for the Work. RCC shall deliver a copy of each bond to the City within seven (7) days after award of the applicable contract for construction or within seven (7) days after the bonds are provided to RCC in accordance with such contract, whichever is later.

9. Labor Compliance. RCC shall apply its Labor Compliance Program ("LCP") to the construction of the Work. The LCP shall implement requirements for contractor(s) constructing the Work to comply with provision of California Labor Code section 1770 *et seq.*, including as such provisions pertain to payment of prevailing wages for work performed pursuant to this Agreement. In the event any such contractor is challenged for failure to pay prevailing wages, RCC shall defend, indemnify and hold-harmless the City against and from any claim or action arising from such challenge.

10. Construction Permits and Inspections. Prior to commencing construction of any portion of the Work with the City's right of way, the contractor(s) that will be constructing the Work must obtain, from the Public Works Department of the City, a permit for construction of such portion of the Work. The Public Works Department of the City shall not unreasonably refuse to issue permit(s) for construction of the Work in accordance with the approved plans. Upon request, the City shall timely provide inspection services for all improvements within the public rights-of-way for such street. The City shall have the right during the installation and construction of the Work to inspect any portion thereof. RCC shall permit City inspectors to have reasonable access for purposes of such inspections. The City shall not unreasonably refuse to issue any inspection approval if the work to construct the Work that has been inspected substantially conforms to approved plans and provisions of this Agreement.

11. Lien-Free Completion. RCC shall complete construction of the Work free of any liens.

12. Contractor Warranties. RCC shall require that the contractor(s) for the construction of the Work unconditionally warrant all materials and workmanship for such construction for a period of one (1) year from the date of the Notice of Completion for the Work is recorded, and RCC shall be responsible for enforcing all such warranties during such one-year period.

13. Insurance Requirements. Prior to the commencement of construction of the Work, Developer shall obtain from its contractor and provide to the City proof of contractor's insurance in the form of a Certificate of Liability and Additional Insured Endorsement and evidence of the following forms of insurance:

a. Commercial General Liability: Policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$1,000,000.

b. Automobile Liability: Policy shall cover all vehicles used in connection with contractor's performance of the construction of the Work, including owned vehicles, leased vehicles, employee vehicles, non-owned vehicles and hired vehicles, for both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000.

c. Worker's Compensation Liability: Policy shall be for statutory limits.

All insurance policies shall be issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City.

d. All: The City and RCC, and their officers, employees and agents, shall be named as additional insureds under the contractor's insurance policies. Said additional insured endorsement must be provided prior to commencement of construction.

The insurance policy or policies shall also comply with the following provisions:

i. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for contractor's construction of the Work.

ii. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

iii. The policy shall specify that the insurance provided by contractor will be considered primary and not contributory to any other insurance available to the City or the RCC.

iv. Certificates of insurance shall state that the issuing company shall give RCC and the City sixty (60) days written notice in the event of any cancellation, termination, non-renewal or reduction in coverage of the policies evidenced by the certificates. In the event of any such cancellation, termination, non-renewal or reduction in coverage, Developer shall, forthwith, secure replacement insurance meeting the provisions of this paragraph.

e. Subcontractors' Insurance: Contractor shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss, that may be caused by the subcontractors' scope of work and activities provided in furtherance of the construction of the Work Improvements, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability.

14. Notices. Service of any notices, bills, invoices or other documents required or permitted under this agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

City

City of Riverside
Attn: Public Works Director
3900 Main Street
Riverside, CA 92522

RCC

Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506

15. Nondiscrimination. RCC shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, RCC agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

16. Severability. Each paragraph and provision of this Agreement is severable from each other paragraph and provision, and if any paragraph, provision or part thereof is declared invalid, the remaining paragraph and provisions shall nevertheless remain in full force and effect.

17. Authority. The individuals executing this agreement and the instruments referenced herein on behalf of RCC each represent and warrant that they have the legal power, right and actual authority to bind RCC to the terms and conditions hereof.

(Signatures on following page)

Executed as of the date set forth above, at Riverside California.

CITY OF RIVERSIDE

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

City Manager

By: _____
James L. Buysse, Vice Chancellor
Administration and Finance

ATTEST:

City Clerk

APPROVED AS TO FORM:

Supv. Deputy City Attorney

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09-2149
10/21/09

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-2

Date: November 17, 2009

Subject: Riverside Nursing/Science Building Project (Phase II) - Update and Award of Bids

Background: On June 17, 2008, the Board of Trustees approved the final design and project budget for the Riverside Nursing/Science Building project located at Riverside City College which will provide students with significantly improved space, and will meet the demands of our community by educating highly-trained technicians and professionals. The current buildings for Nursing, Life/Physical Sciences and Mathematics do not provide sufficient space nor are they consistent with current program needs and increased class size.

At the January 27, 2009, meeting of the Board of Trustees, staff presented an action plan regarding State reimbursement issues for several RCCD construction projects. This plan, in response to cash flow issues with the State's Pooled Money Investment Account, was presented and approved by the Board. The Riverside Nursing/Science Building project was discussed and it was agreed the district would reconsider its position given construction would not commence for several months. On June 16, 2009, the Board agreed to submit to the State Chancellor's Office a letter advising it of the District's intent to utilize Measure "C" funds for the project in the event State reimbursement was not immediately available. If this "responsibility" letter had not been submitted, the Nursing/Science Building would not have been re-appropriated in the State's 2009-10 budget.

Bids for the Phase 1 portion of the projects were opened on August 27, 2009. The architect's estimate for this portion of the work was \$17,830,000, but bids were received totaling \$10,357,556, a forty-two percent (42%) savings. In order to utilize classroom space in the fall of 2011, the construction activities must begin by October 2009. The Pooled Money Investment Board sold bonds in October, and although the State plans to have funds for reimbursement through the first year of construction, there is no certainty that funds will be available during the second year of construction. Staff recommended the Board approve award of bids contingent upon the State Chancellor's approval of Phase I bids and proceed with construction to maximize available State funds and meet the student occupancy schedule.

Bids for the Phase II portion of the project were opened on October 29, 2009. The construction manager has reviewed the bids and has checked references which were found to be satisfactory. The architect's estimate for the Phase II portion of the work was \$40,738,000, however bids received totaled \$29,607,200, a twenty-seven percent (27%) savings. Attached for the Board's review (Exhibit I) is a listing of the lowest responsible bidders for Phase II of the construction contracts for the Riverside Nursing/Science Building project received on October 29, 2009. Exhibit II, also attached, is a bid tabulation consisting of Phase I and Phase II construction contracts totaling \$39,964,756.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-2

Date: November 17, 2009

Subject: Riverside Nursing/Science Building Project (Phase II) - Update and Award of Bids (continued)

Utilizing the same logic as in the preceding paragraph, staff, once again, cautiously recommends the Board award bids in the total amount of \$29,607,200 contingent upon the State Chancellor's approval of Phase II bids and then proceed with construction accordingly.

To be funded from the Board approved project budget.

Recommended Action: It is recommended that the Board of Trustees approve the award of bids contingent upon the State Chancellor's approval of bids for the Phase II portion of the Riverside Nursing/Science Building project in the total amount of \$29,607,200 identified in Exhibit I, and authorize the Vice Chancellor, Administration and Finance to sign the associated agreements.

Gregory W. Gray
Chancellor

Prepared by: Jan Muto
President
Riverside City College

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

James L. Buysse
Vice Chancellor
Administration and Finance

Norm Godin
Vice President Business Services
Riverside City College

Exhibit I
Riverside Community College District

**TOPIC: AWARD CONSTRUCTION CONTRACTS (Group 2)
NURSING/SCIENCES BUILDINGS**

DATE: November 2, 2009

BACKGROUND INFORMATION

In accordance with Article 1.2.10 of the Construction Management contract approved by the RCCD Board of Trustees, Barnhart, Inc. advertised for the construction contracts and recommends awarding contracts to the lowest responsible bidders. This is the second group of bids received on October 29th, 2009 which includes the revised plans and specifications to comply with LEED Certification.

Construction bids were received and publicly opened on October 29, 2009. Barnhart recommends awarding construction contracts to the lowest responsible bidders as follows:

Package	Bidder	City	Description	Total	Eng. Estimate
4	Marina Landscape	Anaheim	Landscaping, Irrigation, & Site Furnishings	\$405,300.00	\$600,000.00
6	Kretschmar & Smith	Riverside	Masonry, Stone Veneer, & Pavers	\$276,700.00	\$750,000.00
8	Roy E. Whitehead	Riverside	Casework, Countertops, Architectural Woodwork	\$389,000.00	\$890,000.00
9	Dow Diversified	Costa Mesa	Laboratory Equipment, Lab Casework & Lab Furnishings	\$1,956,200.00	\$2,400,000.00
10	Best Contracting	Gardena	Roofing & Waterproofing	\$649,694.00	\$740,000.00
11	Roy E. Whitehead	Riverside	Doors, Frames & Hardware	\$794,500.00	\$718,000.00
12	Perfection Glass	Lake Elsinore	Glass, Window Frames & Curtain Wall Systems	\$554,000.00	\$1,700,000.00
13	Sierra Lathing	Rialto	Lath & Plaster Systems	\$1,604,784.00	\$2,900,000.00
14	Advanced Systems	San Diego	Wall & Framing Systems, Drywall	\$3,256,000.00	\$5,100,000.00
15	United Contractors	San Bernardino	Metal Panel Systems, Sheet Metal, & Skylights	\$764,800.00	\$890,000.00
16	Premiere Tile	Monterey Park	Ceramic Tile	\$682,210.00	\$1,000,000.00
17	Continental Flooring	Rancho Cucamonga	Floor Coverings	\$425,126.00	\$840,000.00
18	Elljay Acoustics	Placentia	Acoustical & Metal Ceilings	\$468,866.00	\$480,000.00
19	Pecoraro	San Diego	Painting, High Performance Coatings & Wall Coverings	\$295,000.00	\$1,300,000.00
20	Inland Empire Architectural Specialties	Riverside	General Works, Specialties, Furnishings, & Misc.	\$797,000.00	\$1,100,000.00
22	Alpha Mechanical	San Diego	HVAC/Controls	\$5,763,000.00	\$10,300,000.00
24	Interpipe Contracting	Santee	Plumbing	\$2,537,000.00	\$2,700,000.00
25	Gregg Electric	Ontario	Electrical, Fire Alarm, Security & Communications	\$6,800,079.00	\$5,100,000.00
26	Communication Wiring Specialty	San Diego	IT/SCS-Information Technology/Structured Cable Systems	\$805,266.00	\$740,000.00
27	Communication Wiring Specialty	San Diego	A.V.-Audio Visual	\$382,675.00	\$490,000.00

Award Construction Contracts

Narrative of Recommendation:**Bid Package #4**

Marina Landscape, Inc. was the low bidder and was responsive to all required documentation except the bonding qualification letter. The letter has now been provided and is valid. Given that no bid advantage could have been gained from not having the letter at bid time, Barnhart recommends that this irregularity be waived and award made to Marina Landscape, Inc.

Bid Package #6

Kretchmer & Smith, Inc. was the low bidder and was responsive to all required documentation. Therefore, Barnhart recommends award to the low bidder Kretchmer & Smith, Inc.

Bid Package #8

Roy E. Whitehead, Inc. was the low bidder and was responsive to all required documentation except the bonding qualification letter. The letter has now been provided and is valid. Given that no bid advantage could have been gained from not having the letter at bid time, Barnhart recommends that this irregularity be waived and award made to Roy E. Whitehead, Inc.

Bid Package #9

Dow Diversified, Inc. was the low bidder and was responsive to all required documentation except the bonding qualification letter. The letter has now been provided and is valid. Given that no bid advantage could have been gained from not having the letter at bid time, Barnhart recommends that this irregularity be waived and award made to Dow Diversified, Inc.

Bid Package #10

Best Contracting Services, Inc. was the low bidder and was responsive to all required documentation except the bonding qualification letter. The letter has now been provided and is valid. Given that no bid advantage could have been gained from not having the letter at bid time, Barnhart recommends that this irregularity be waived and award made to Best Contracting Services, Inc.

Bid Package #11

Roy E. Whitehead, Inc. was the low bidder and was responsive to all required documentation except the bonding qualification letter. The letter has now been provided and is valid. A bid protest was received from Construction Hardware Co stating the missing bonding qualification letter and that the Noncollusion Affidavit was missing the Notary signature and stamp. The Notary signature and stamp were attached to the Noncollusion Affidavit. Given that no bid advantage could have been gained from not having the letter, Barnhart recommends that this irregularity be waived and award made to Roy E. Whitehead, Inc.

Bid Package #12

Perfection Glass, Inc. was the low bidder and was responsive to all required documentation. There was a bid protest filed by Magik Glass and Door which claimed the four bidders (Perfection Glass, Sashco, Corona Aluminum, & Aragon) lower than Magik Glass were submitted by a corporation but had only one signature without a certified resolution of the corporate board of directors. The bid form provided to all bidders for all bid packages only provided space for one signature and the bid form from Perfection Glass included their corporate seal. Magic Glass also claimed that the same four bidders did not list a subcontractor to perform the fire rated sealants scope of work which Magik Glass claims requires a specialty contractor's license to perform this work. The fire rated sealants can be self performed and Perfection Glass was not required to list a subcontractor if the value of the work was not over ½ of one percent of the value of their bid. Given that no bid advantage could have been gained from not listing a subcontractor and that only one signature was included on the bid form, Barnhart recommends that this irregularity be waived and award made to Perfection Glass, Inc.

Bid Package #13

Sierra Lathing Company, Inc. was the low bidder and was responsive to all required documentation. Therefore, Barnhart recommends award to the low bidder Sierra Lathing Company, Inc.

Bid Package #14

Advanced Systems was the low bidder and was responsive to all required documentation except the bid form was missing the corporate seal. The corporate seal was provided on all other bid documents. Given that no bid advantage could have

Exhibit I

been gained from not having the corporate seal on the bid form at bid time, Barnhart recommends that this irregularity be waived and award made to Advanced Systems.

Bid Package #15

United Contractors was the low bidder and was responsive to all required documentation except the bonding qualification letter. The letter has now been provided and is valid. Given that no bid advantage could have been gained from not having the letter at bid time, Barnhart recommends that this irregularity be waived and award made to United Contractors.

Bid Package #16

Premiere Tile & Marble was the low bidder and was responsive to all required documentation. Therefore, Barnhart recommends award to the low bidder Premiere Tile & Marble.

Bid Package #17

Continental Flooring, Inc. was the low bidder and was responsive to all required documentation. Therefore, Barnhart recommends award to the low bidder Continental Flooring, Inc.

Bid Package #18

Elljay Acoustics, Inc. was the low bidder and was responsive to all required documentation except the bonding qualification letter. The letter has now been provided and is valid. Given that no bid advantage could have been gained from not having the letter at bid time, Barnhart recommends that this irregularity be waived and award made to Elljay Acoustics, Inc.

Bid Package #19

Pecoraro, Inc. was the low bidder and was responsive to all required documentation. Therefore, Barnhart recommends award to the low bidder Pecoraro, Inc.

Bid Package #20

Inland Empire Architectural Specialties, Inc. was the low bidder and was responsive to all required documentation. Therefore, Barnhart recommends award to the low bidder Inland Empire Architectural Specialties, Inc.

Bid Package #22

The low bidder (West-Tech Mechanical, Inc.) provided inadequate experience over the last three years of similar nature completed projects on the references document included with their bid. The budgets listed for the projects on their references were also substantially lower than the requirements of the bid documents. Their projects listed are required to have a budget of at least 70% of that for the project being bid, as required by the bid documents. The second low bidder, Alpha Mechanical Heating & Air Conditioning, Inc. was responsive to all required documentation. Therefore, Barnhart recommends disqualifying West-Tech Mechanical, Inc. and award to the second low bidder Alpha Mechanical Heating & Air Conditioning, Inc.

Bid Package #24

Interpipe Contracting, Inc. was the low bidder and was responsive to all required documentation except the bonding qualification letter. The letter has now been provided and is valid. Given that no bid advantage could have been gained from not having the letter at bid time, Barnhart recommends that this irregularity be waived and award made to Interpipe Contracting, Inc.

Bid Package #25

Gregg Electric, Inc. filed a protest against the low bidder Tri-Power Electric stating the following facts: 1) Bid Package #25 was required to provide the complete Fuel Storage System as specified in the bid documents. Tri-Power did not list any subcontractor for this work which is required for a value of work over ½ of one percent of their bid value. Tri-Power also did not provide qualifications for their own personal that would substantiate that they would meet the requirements of the specifications to be able to self perform the work. 2) Tri-Power did not list a subcontractor for an independent testing company to perform various electrical testing throughout the project as specified in the bid documents. 3) Tri-Power listed Apple Valley Communications for the Security System and it is believed that they do not have all required licenses, registrations and factory training certifications for the specified system. It is believed that Tri-Power had a competitive advantage by using a subcontractor that does not meet the specifications.

Gregg Electric, Inc. also filed a protest against the second low bidder Landmark Electric stating the following facts: 1) Bid Package #25 was required to provide the complete Fuel Storage System as specified in the bid documents. Landmark Electric did not list any subcontractor for this work which is required for a value of work over ½ of one percent of their bid value. Landmark Electric also did not provide qualifications for their own personal that would substantiate that they would meet the requirements of the specifications to be able to self perform the work. 2) Landmark Electric did not list a subcontractor for an independent testing company to perform various electrical testing throughout the project as specified

Exhibit I

in the bid documents. 3) Landmark Electric did not list a subcontractor for the Security System and it is believed Landmark Electric does not have the manufacture experience, factory training and certifications required for the specified system. It is believed that Landmark Electric had a competitive advantage by not listing a subcontractor for this work. Given that the protests by Gregg Electric, Inc. appear legitimate Barnhart recommends award to the third lowest bidder Gregg Electric, Inc. which is responsive to all required documentation. Barnhart will provide notification to both Tri-Power Electric and Landmark Electric requesting they provide the required documentation that qualifies them to self perform or qualifies their subcontractors they listed to perform the work in question. Barnhart will also not award an agreement to Gregg Electric until these issues are resolved.

Bid Package #26

The low bidder (Anderson Howard Electric, Inc.) does not carry the required C-7 specialty license as required by the bid documents. The second low bidder, Communications Wiring Specialty, Inc. does carry the required specialty C-7 license which is acceptable for this work. Communications Wiring Specialty, Inc. was responsive to all required documentation except the bonding qualification letter. The letter has now been provided and is valid. Given that no bid advantage could have been gained from not having the letter at bid time, Barnhart recommends that this irregularity be waived and award made to Communications Wiring Specialty, Inc.

Bid Package #27

Communications Wiring Specialty, Inc. was the low bidder and was responsive to all required documentation except the bonding qualification letter. The letter has now been provided and is valid. Given that no bid advantage could have been gained from not having the letter at bid time, Barnhart recommends that this irregularity be waived and award made to Communications Wiring Specialty, Inc.

Recommended Action

Approval of the above recommended contract awards for the second group of bids for the RCC Nursing/Sciences Bldg. project.

Submitted by: Larry Caprio
Project Manager
Barnhart, Inc.

COMPANY	BASE BID	BID BOND	ALT. 1	ALT. 2	ALT. 3	ALT. 4	ALT. 5	ALT. 6	ALT. 7	ALT. 8	ALT. 9	Estimate
Boght	\$ 2,378,000.00	Yes										
KAR	\$ 3,183,186.00	Yes										
Rocky Coast	\$ 3,502,200.00	Yes										
HB Parkco	\$ 3,532,000.00	Yes										
Edge	\$ 3,800,000.00	Yes										
Structures West	\$ 3,894,000.00	Yes										
JBH	\$ 4,148,000.00	Yes										
Tidwell	\$ 4,427,427.00	Yes										
Precision	\$ 4,670,700.00	Yes										
W.D. Gott	\$ 4,944,000.00	Yes										
Bid Package #6 - Masonry, Stone Veneer & Pavers												
Industrial Masonry	\$ 364,000.00	Yes										\$750,000.00
New Dimension	\$ 504,880.00	Yes										
Bledsoe	\$ 319,500.00	Yes										
K&S	\$ 276,700.00	Yes										
Bid Package #7 - Structural Steel, Misc Steel & Temp. Construction Elevator												
Columbia Steel	\$ 4,924,000.00	Yes										8,000,000.00
KCB Towers	\$ 4,935,180.00	Yes										
White Flange Steel	\$ 5,272,163.00	Yes										
Armitex	\$ 5,347,240.00	Yes										
Mountain State Steel	\$ 5,764,757.00	Yes										
Blazing	\$ 6,499,000.00	Yes										
Bid Package #8 - Casework, Countertops, Architectural Woodwork												
Roy Whitehead	\$ 389,000.00	Yes										\$890,000.00
K&Z Cabinet	\$ 688,100.00	Yes										
Lozano	\$ 670,850.00	Yes										
ISEC	\$ 497,388.00	Yes										
Bid Package #9 - Laboratory Equipment, Lab Casework & Lab Furnishings												
Lozano	\$ 2,044,476.00	Yes										\$ 2,400,000.00
Advanced Lab Concepts	\$ 2,198,000.00	Yes										
ISEC	\$ 2,055,239.00	Yes										
Dow Diversified	\$ 1,956,200.00	Yes										
Bid Package #10 - Roofing & Waterproofing												
Pacific Builders	\$ 759,000.00	Yes										\$740,000.00
Stone Roofing	\$ 710,640.00	Yes										
Best Contracting Services	\$ 649,694.00	Yes										
Bid Package #11 - Doors, Frames & Hardware												
Construction Hardware	\$ 805,000.00	Yes	\$ 14,445.00	\$ 15,630.00	\$ 3,851.00	\$ -	\$ 4,754.00	\$ 12,881.00	\$ -	\$ -	\$ 15,431.00	\$ 718,000.00

Exhibit II

COMPANY	BASE BID	BID BOND	ALT. 1	ALT. 2	ALT. 3	ALT. 4	ALT. 5	ALT. 6	ALT. 7	ALT. 8	ALT. 9	Estimate
Couts	\$ 6,269,650.00	Yes										
Scopio Interprises	\$ 5,960,000.00	Yes										
Alpha Mech.	\$ 5,763,000.00	Yes										
Sheldon Mech.	\$ 5,990,000.00	Yes										
West Tech Mech.	\$ 5,225,000.00	Yes										
Control Air	\$ 5,935,000.00	Yes										
ACH	\$ 6,200,000.00	Yes										
Bid Package #23 - Fire Protection												
JPI	\$ 456,000.00	Yes										\$ 730,000.00
Daart	\$ 466,000.00	Yes										
JG Tate	\$ 551,111.00	Yes										
A&D Fire Sprinkler	\$ 642,723.00	Yes										
Fischer	\$ 703,000.00	Yes										
Southwest Fire	\$ 731,900.00	Yes										
A1 Fire Protection	\$ 739,000.00	Yes										
Kincaid	\$ 746,000.00	Yes										
Bradshaw Eng.	\$ 823,000.00	Yes										
Bid Package #24 - Plumbing												
Kincaid Ind.	\$ 3,323,000.00	Yes										\$2,700,000.00
HPS Mech.	\$ 4,121,100.00	Yes										
Alpha Mech.	\$ 3,486,000.00	Yes										
DK Mech	\$ 3,786,500.00	Yes										
Interstate Plumbing	\$ 2,958,500.00	Yes										
DG Plumbing	\$ 2,665,365.00	Yes										
Desert Plumbing &	\$ 3,031,830.00	Yes										
Inland Mech. Construction	\$ 3,365,000.00	Yes										
Fischer, Inc.	\$ 2,673,000.00	Yes										
Munson Plumbing	\$ 3,130,000.00	Yes										
Interpipe Contracting	\$ 2,537,000.00	Yes										
P.K. Mecg.	\$ 3,052,460.00	Yes										
Pro Craft	\$ 3,657,964.00	Yes										
JM Farman	\$ 2,897,000.00	Yes										
Bid Package #25 - Electrical/Fire Alarm/Communications												
FEI Enterprises	\$ 7,538,000.00	Yes	\$84,831.00	\$ -	\$ 28,630.00	\$ 3,422.00	\$ 30,474.00	\$ 68,099.00	\$ 61,000.00	\$ 9,451.00	\$ 555,052.00	
Champion	\$ 8,196,000.00	Yes	\$110,000.00	\$ 14,000.00	\$ 30,000.00	\$ 15,000.00	\$ 54,000.00	\$ 104,000.00	\$ 58,000.00	\$ 18,000.00	\$ 475,000.00	
Bergelectric	\$ 7,460,000.00	Yes	\$85,000.00	\$ 6,000.00	\$ 28,500.00	\$ 3,400.00	\$ 30,000.00	\$ 68,000.00	\$ 61,000.00	\$ 9,500.00	\$ 475,000.00	
Sunwest Elec.	\$ 7,275,000.00	Yes	\$150,000.00	\$ 6,000.00	\$ 95,000.00	\$ 10,000.00	\$ 45,000.00	\$ 300,000.00	\$ 45,000.00	\$ 65,000.00	\$ 625,000.00	
Landmark Elec.	\$ 5,950,000.00	Yes	\$89,900.00	\$ -	\$ 32,500.00	\$ 4,000.00	\$ 32,500.00	\$ 87,000.00	\$ 65,000.00	\$ 12,500.00	\$ 578,000.00	
Dennison Elec.	\$ 7,870,000.00	Yes	\$134,237.00	\$ -	\$ 82,879.00	\$ 8,119.00	\$ 40,704.00	\$ 255,658.00	\$ 39,069.00	\$ 58,023.00	\$ 566,078.00	

Exhibit II

COMPANY	BASE BID	BID BOND	ALT. 1	ALT. 2	ALT. 3	ALT. 4	ALT. 5	ALT. 6	ALT. 7	ALT. 8	ALT. 9	Estimate
Tri Power Elec.	\$ 5,780,000.00	Yes	\$135,000.00	\$ 26,000.00	\$ 34,000.00	\$ 17,000.00	\$ 58,000.00	\$ 120,000.00	\$ 62,000.00	\$ 20,000.00	\$ 505,000.00	
Gregg Elec.	\$ 6,800,079.00	Yes	\$145,000.00	\$ -	\$ 88,000.00	\$ 8,500.00	\$ 43,000.00	\$ 270,000.00	\$ 43,000.00	\$ 61,000.00	\$ 600,000.00	
Dynaelectric	\$ 9,158,262.00	Yes	\$130,000.00	\$ 11,285.00	\$ 70,500.00	\$ 4,330.00	\$ 161,200.00	\$ 201,500.00	\$ 57,400.00	\$ 77,585.00	\$ 580,000.00	
BEC	\$ 7,000,000.00	Yes	\$110,000.00	\$ 24,000.00	\$ 30,000.00	\$ 15,000.00	\$ 54,000.00	\$ 104,000.00	\$ 58,000.00	\$ 18,000.00	\$ 470,000.00	
Baker Elec.	\$ 7,662,000.00	Yes	\$98,000.00	\$ 9,500.00	\$ 30,000.00	\$ 3,000.00	\$ 31,000.00	\$ 82,000.00	\$ 130,000.00	\$ 8,000.00	\$ 530,000.00	
Bid Package #26 - IT/SCS: Information Technology/Structured Cabling Systems												
Anderson HowARD	\$ 713,963.00	Yes										\$740,000.00
Vector Resources	\$ 838,013.11	Yes										
Comm Wiring Spec.	\$ 805,266.00	Yes										
Bid Package #27 - AV: Audio Visual												
Comm. Wiring Spec.	\$ 382,675.00	Yes										\$490,000.00
Sprinter	\$ 508,174.90	Yes										
Total Responsive Bids Recommended to Award												
	\$ 39,964,756.00											Estimate \$ 58,568,000.00

(November 3, 2009)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-3

Date: November 17, 2009

Subject: Resolution of the Board of Trustees of Riverside Community College District Declaration – Design and Development of Facilities to be LEED Certified, in Recognition of the Green Initiatives in the 2009-2010 Strategic Plan – Resolution No. 13-09/10

Background: At the Board's October 20, 2009 meeting, the 2009-2012 District Strategic Plan was presented and accepted. This plan includes a new theme called Green Initiatives. As part of this theme, with the development of the campuses master plans and buildings, the District intends to have new development and facilities to be designed and constructed to LEED Certified standards. LEED stands for "Leadership in Energy and Environmental Design," and sets forth standards for design and development of buildings and facilities to be environmentally sensitive. LEED was developed in 1998 by the U.S. Green Building Council to provide a suite of standards known as the Green Building Rating Design System for environmentally sustainable construction. Adoption of the proposed resolution states the District's intention to have facilities designed and built to LEED Certified standards and, to the extent practical, use LEED standards in major renovations.

Recommended Action: It is recommended the Board of Trustees adopt the resolution.

Gregory W. Gray
Chancellor

Prepared by: Ray Maghroori
Vice Chancellor, Academic Affairs

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION OF THE BOARD OF TRUSTEES OF
RIVERSIDE COMMUNITY COLLEGE DISTRICT DECLARATION
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

WHEREAS, the State of California passed AB 32 also known as the California Global Warming Solutions Act of 2006; and

WHEREAS, Leadership in Energy and Environmental Design, also known as LEED, set forth standards for design and development of buildings and facilities to be environmentally sensitive; and

WHEREAS, LEED was developed in 1998 by the U.S. Green Building Council to provide a suite of standards known as the Green Building Rating Design System for environmentally sustainable construction; and

WHEREAS, projects developed under LEED standards now encompass more than 14,000 projects in the Nation that are considered to be LEED certified; and

WHEREAS, LEED certified buildings are designed to use resources more efficiently when compared to conventional buildings that are simply built to code; and

WHEREAS, LEED certified buildings often provide healthier work and living environments, which contribute to higher productivity and employee health and comfort; and

WHEREAS, the District has master plans for development of its colleges, campuses and learning centers and will plan and build new facilities and renovate older facilities; and

WHEREAS, the Trustees of Riverside Community College District accepted the District's 2009-2012 Strategic Plan on October 20, 2009, which includes Green Initiatives as a new theme; and

WHEREAS, the District is an institution of higher education that is committed to educating and training persons who are sensitive, cognizant and able to relate effectively to their environment; and

WHEREAS, the District has a goal to be an environmentally and socially responsible organization; and

WHEREAS, the District desires to practice exemplarily standards associated with being good stewards of the environment;

NOW THEREFORE BE IT RESOLVED, that new facilities of the District shall be planned, designed and constructed to be LEED Certified and that to the greatest extent practical, major renovations be designed to meet LEED standards.

PASSED AND ADOPTED this 17th day of November, 2009, at the regular meeting of the Riverside Community College District Board of Trustees.

Virginia Blumenthal
President of the Board of Trustees
Riverside Community College District

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
GOVERNANCE COMMITTEE
November 3, 2009 –6:00 p.m.
Student Services 101, Moreno Valley Campus

Committee Members:

Chair: Mary Figueroa, Member, Board of Trustees
Vice Chair: Mark Takano, Secretary, Board of Trustees
Staff Member: Gregory Gray, Chancellor
Chris Carlson, Chief of Staff
Academic Senate: Travis Gibbs/Sal Soto (Moreno Valley)
Sharon Crasnow (Norco)
Richard Mahon (Riverside)
ASRCCD: Francisco Porras
CTA: Dorothy Reina (Norco)
Dariush Haghghat (Riverside)
Mark Sellick (Riverside)
CSEA: Gustavo Segura (Moreno Valley)
Richard Goldstein (Riverside)

AGENDA

VI. Board Committee Reports

D. Governance

1. Master Agreement Between Riverside Community College District and Riverside Community College District Foundation
- The Committee to review the Master Agreement that clarifies the relationship between the Foundation and the District.
2. Comments from the public.

Adjourn

Prepared by: Heidi Wills
Executive Administrative Assistant
Office of the Chancellor/Board of Trustees

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No: VI-D-1

DATE: November 17, 2009

Subject: Master Agreement Between Riverside Community College District and
Riverside Community College District Foundation

Background: The Foundation, established in 1975, is a 501(c)(3) nonprofit organization whose mission is to support projects and programs that benefit students enrolled in classes at Riverside Community College District campuses or centers. A volunteer Board of Directors comprising 25 community leaders from Corona, Norco, Moreno Valley, and Riverside who share a commitment to meeting the needs of the District governs the organization. The Foundation attracts resources through cash, pledges, planned gifts and grants. The relationship between the Foundation and the District continues to be one of tremendous mutual benefit.

Current IRS regulations favor and our auditors strongly advise that Master Agreements be developed that clarify the relationship between colleges and universities and their foundations. The attached agreement has been reviewed by RCCD Finance and legal staff, and was approved by the Foundation Board of Directors at its September meeting.

Recommended Action: It is recommended that the Board of Trustees approve the Master Agreement, and authorize the Chancellor to sign the agreement.

Gregory W. Gray
Chancellor

Prepared by: Jim Parsons
Associate Vice Chancellor, Public Affairs and Institutional Advancement

Amy Cardullo
Director, RCCD Foundation and Alumni Affairs

MASTER AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT FOUNDATION

BACKGROUND

The Riverside Community College District Foundation is an independent nonprofit public benefit corporation established in 1975 exclusively for the benefit of Riverside Community College District and its students; it is not organized for the private gain of any person, but for educational purposes defined under the Nonprofit Public Benefit Corporation Law. It was a decision of the College to establish the Foundation as a 501(c)(3) organization to provide a mechanism for the acceptance of charitable gifts. Today, the Foundation serves as the overall fundraising organization for the Riverside Community College District. Its stated mission is as follows:

“The Riverside Community College District Foundation is a 501(c)(3) tax-exempt organization dedicated to advancing the academic excellence of the Riverside Community College District by attracting resources to assist the institution in meeting its objectives; and by encouraging and nurturing a variety of partnerships and alliances that will strengthen the College’s linkage with the communities it serves. Above all, the Foundation’s mission is to assist the District in providing quality education and access for its students. The District serves western Riverside County from three interrelated campuses in the cities of Riverside, Norco, and Moreno Valley.”

PURPOSE

The purpose of this Agreement is to establish a clear, concise understanding of the terms under which the Foundation will seek support for the District, and the District shall provide support to the Foundation, and to establish other parameters of the mutually beneficial relationship between the District and the Foundation.

RECITALS

1. The District is a community college district of the State of California.
2. The Foundation is an independent, voluntary nonprofit corporation possessing a 501(c)(3) federal income tax status.
3. The Foundation operates independently from the District with an elected Board of Directors as specified in the Foundation’s By-Laws.

TERMS AND CONDITIONS

1. Effective Date

This Agreement shall become effective when executed by duly authorized representatives of both parties and shall continue until such a time as amended by mutual agreement of the parties, or terminated by either party.

2. Commitment of the District

In consideration of the services provided by the Foundation as set forth below in paragraph 3, the District shall, but is not limited to:

- a. Provide funding for Foundation staff positions, including workers' compensation and unemployment insurance, as well as all benefits provided to employees of the District.
- b. Provide the Foundation with suitable office space and furnishings at the RCC Alumni House, pursuant to the Lease Agreement entered into between the parties in 2008, which includes maintenance and custodial services; liability and property insurance; computers, internet, telephone and information technology support for Colleague Advancement and maintenance of the District mailing and direct contact system.
- c. Provide the Foundation with other internal services available to District staff, including marketing, information services, graphic design, web communications, food services, and production/printing services.
- d. Assist the Foundation in the provision of financial record keeping, disbursements, cash management and other auxiliary business services.
- e. Provide the Foundation with database(s) when appropriate, public information support, and assist in coordinating external/internal fund raising efforts.
- f. Provide funding for professional auditing services to the Foundation each year.
- g. Provide strategic goals and objectives of the District, to guide and shape the programs and objectives of the Foundation.

3. Commitment of the Foundation

In consideration of the support and services provided by the District as set forth above, the Foundation shall, but is not limited to:

- a. Serve as the overall fundraising organization for the District to seek, receive, hold and administer philanthropic gifts of cash, stock and property and make expenditures to or for the benefit of the District; thereby assisting in development and expansion of the facilities and academic programs of the District for broader educational opportunities and service to students.

Such gifts also include equipment, works of art, historical papers and documents, or any other assets of value of any description to the District from sources other than those from which the District normally receives revenue. The receiving of gifts shall also be in accordance with District Board Policy and Administrative Procedure 3810, titled *Gifts*.

b. Develop and implement a strategic plan and associated campaign structures to solicit funds for identified District and campus/college initiatives, programs, endowments, scholarships, and other projects of merit, based upon the needs of the District and in support of District and campus strategic plans.

c. Manage an active Planned Giving program, encouraging membership in the Foundation's Heritage Circle which recognizes and honors visionary individuals who have established an endowment or have named the RCCD Foundation as a beneficiary through a will, trust or other planned gift arrangement.

c. Develop alumni relations strategies and programs in cooperation with the District to promote private donations and support at the college/campus level.

d. Maintain a comprehensive mailing and direct contact system on behalf of the Foundation and the District to facilitate private giving, civic and community support, outreach, and advocacy efforts.

d. Act as trustee under any trust incidental to the principal objectives of the corporation and to receive, hold, administer, and expend funds and property subject to such trust.

e. Actively seek private grants from foundations and corporations, working closely with the RCCD Grants Office, for approved projects/initiatives of the District/Campuses.

f. Produce an Annual Report, newsletter, and other publications that will highlight activities undertaken on behalf of the District and its students.

g. Make contracts, through District processes, and do all other acts necessary or expedient for the administration of the affairs and attainment of the purposes of the corporation.

h. Participate whenever appropriate in District leadership activities, including the strategic planning process, at District and campus levels.

i. Represent the District whenever possible in activities in the communities served by the District, and at regional and statewide levels.

j. Provide advisory counsel and assistance to the District.

k. Hold and invest endowments and funds functioning as endowments on a long-term basis, in accordance with the Foundation's investment policy. Such instruments must be consistent with the terms of the gift instrument. Investment operation shall be conducted in accordance with prudent, sound practices to ensure that gift assets are protected and enhanced

and that a reasonable return is achieved, and with due regard for the fiduciary responsibilities of the Foundation's Board of Directors.

l. Provide errors and omissions insurance to cover the Foundation's Board of Directors.

m. Upon termination of this Agreement by either party, the Foundation will expend its net assets for the benefit of the District and its students, or transfer those net assets to the District for the benefit of its students.

VI. ALIGNMENT OF MUTUAL INTERESTS

The District and the Foundation agree that partnerships of the type described herein are mutually supportive of each other; therefore, for so long a period as this Agreement shall be in effect:

a. The Board of Directors of the Foundation shall include the Chancellor of the District as an *ex-officio* Director.

b. The Foundation shall not conduct activities that are contrary to the educational purposes, policies, procedures or interests of the District.

VII. TERMINATION

This Agreement may be terminated by either party without cause provided the terminating party offers the other 180 days advance written notice of the effective date of the termination.

VIII. GENERAL TERMS

a. Notwithstanding any and all verbal representations made by either party, this Agreement constitutes the entire Agreement between the parties whose duly authorized representatives have hereto affixed their signatures.

b. This Agreement is governed by and construed in accordance with the laws of the State of California.

c. 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.

d. Any modification or amendment of this Agreement will be effective only if it is agreed to in writing and signed by both parties.

e. At least every five (5) years, the parties shall review the terms of this Agreement and amend it, if necessary, to accommodate the needs of the parties at that time.

This Agreement has been read and agreed upon by the following representatives of both parties.

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

RIVERSIDE COMMUNITY COLLEGE
DISTRICT FOUNDATION

By: _____
Gregory W. Gray
Chancellor

By: _____
Tom Kenney
President, Board of Directors

Date: _____

Date: _____