

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
TEACHING AND LEARNING COMMITTEE  
March 10, 2009 – 5:30 p.m.  
Board Room AD 122, Riverside City College

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

AGENDA

VI. Board Committee Reports

A. Teaching and Learning

1. Community Education at Riverside Community College District  
-The Committee to be presented with an update on the Community Education program.
2. Comments from the public.

Adjourn

Prepared by: Naomi Foley  
Administrative Assistant, Academic Affairs

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-1

Date: March 17, 2009

Subject: Community Education at Riverside Community College District

Background: Presented for the Board's information is a report on the Community Education program including Senior Citizen Education at Riverside Community College District.

Information Only.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Cyndi Pardee  
Supervisor, Community Education

RIVERSIDE COMMUNITY COLLEGE DISTRICT

# Community Education at Riverside Community College District

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Cyndi Pardee  
Supervisor, Community Education

COMMUNITY EDUCATION  
at  
Riverside Community College District

## Overview

Community Education offers individuals the opportunity to acquire life skills and to engage in a broad range of social, physical, and artistic expression. Instruction revolves around discrete, skills-based learning in stand-alone fee-based and/or non-credit workshops and classes.

Community Education offers community residents the opportunity to:

- add new skills to their resume
- learn new ways to earn an income
- experience relaxation and healthy living techniques
- expand knowledge of personal finance, tax, and credit issues
- explore new hobbies, crafts, and leisure activities
- learn tips and techniques for managing life events, such as weddings or traffic school
- discover safe and healthy activities for children and pets

Community Education serves between 12,000 and 18,000 students annually by offering classes on all three college campuses and more than two dozen off-site locations.

## Mission

The mission of Community Education is twofold:

- To provide diverse life-long learning opportunities to enrich and add value to the lives of district residents of all ages
- To connect residents who prefer non-traditional learning environments with RCCD, creating opportunities for life-long learning, engendering goodwill and creating “ownership” of the college system by a broad-based community constituency.

Community Education is self-supporting. Revenues earned by Community Education pay for staff and instructor salaries, employee benefits, taxes, utility costs, rents, program supplies and equipment, student insurance and student parking fees.

## Activity and Revenue

Community Education serves non-traditional students by offering lifestyle, professional, and recreational classes. Community Education consists of both fee-based programs and the *Young-at-Heart* senior citizen program.

Revenues for Community Education come from these two sources:

1. Class fees paid by area residents. The majority of Community Education services are delivered in self-contained workshops attended by district residents. Last year, Community Education utilized the services of 162 instructors to provide over two thousand workshops serving 14,304 residents.

Although approximately two-thirds of Community Education classes are oriented to the adult learner, one-third of Community Education classes are dedicated to its *College for Kids* program, which serves approximately 4000 children per year.

In 2006-2007, fee-based programs in RCCD Community Education provided learning opportunities for 18,000 area residents generating \$825,193 in revenue. In year-to-date 2008-2009, Community Education has reduced expenses by \$63,389 (13%) from 2007-2008 while at the same time increasing revenues \$9,668 (2%).

2. The Young-at-Heart senior citizen education program. RCCD's *Young-at-Heart* program offers free, non-credit classes to district residents 55 years of age and older. The *Young-at-Heart* program is designed to offer life-long learning opportunities that keep seniors alert, healthy, and connected to one another. *Young-at-Heart* classes are taught by regular RCCD faculty members who delivered over 450 class sections to 9,000 older adult students last year, generating 72.37 FTES for the District.

## Course Offerings

Community Education offers courses for professional and personal development, children's education and recreation, and personal enrichment. Classes are offered on campuses as space allows, through sponsored and rented community locations such as churches, museums, and lecture halls in the community, and on-line. Classes are primarily taught evenings and weekends in short formats to fit into busy professional and personal schedules.

Classes are designed to be responsive to changing community needs and economic realities. Some of the current offerings include:

### *Classes to add new skills to resumes and improve promotion opportunities*

- Supervisory & Leadership Training
- Successful Restaurant Management
- Critical Thinking

### *Classes just for fun*

- Candle Making
- Landscape Design
- Building Ponds & Waterfalls
- Belly Dancing

- Survival Skills in the Office

*Classes to learn new ways to earn an income*

- Be the Next American Inventor
- Floral Design Training
- Become an Event Planner
- Bartending
- Become a Makeup Artist
- How to Operate an Auto Wholesale Business

*Classes offering relaxation and healthy living opportunities*

- Yoga, Tai Chi, and Pilates
- Lose Weight & Stop Smoking
- Brain Fitness
- Badminton
- Reflexology

*Classes focused on personal finances and investment*

- How to Rescore Your Credit
- Re-Invent Yourself After Bankruptcy
- Retirement Planning
- Finance Business Growth for Survival
- Internet Stock Investing
- How to Make Your Own Will
- The Accidental Landlord: How to Rent Your House

- Writing & Publishing Your Own Book
- Spanish for Travelers
- Woodworking
- Fly Fishing

*Classes that are not so fun*

- Traffic School
- Planning a Wedding

*Classes for pets*

- Doggy Good Manners
- Beginning Dog Agility

*Classes for kids*

- SAT Prep Training
- Driver Education
- Karate
- Parent & Toddler Music & Movement
- Acting, Music & Dance for Kids
- Horseback Riding

*Classes for seniors*

- Creative Expression through Music
- Mature Driving Improvement
- Senior Computing
- Balanced Body Fitness
- Aqua Aerobics
- Chair Yoga
- Art History
- Stretching & Strengthening
- Arthritis Foundation Exercise Program

## Challenges

As a community-based resource, Community Education has been particularly impacted by the current downturn in the local economy. Unemployment, loss of discretionary cash, and reductions in personal wealth have resulted in declining enrollment in leisure and lifestyle courses. In early 2008, Community Education retooled by reducing section offerings in these areas, while increasing program offerings in professional development, career skills, and courses for children and seniors.

More difficult is a problem of finding adequate classroom space. Classes and programs have been cancelled because of the unavailability of appropriate classroom space. Space on the campuses, especially Moreno Valley and Norco, is limited. Offsite locations are not always

available, suitable, or reliable, and additional charges for rents and leases cut into operating income.

Despite these challenges, Community Education is serving more district residents, offering more classes, and creating new programs. From children's programs to courses for senior citizens, Community Education continues to be the community's recognized resource for life-long education and learning.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
RESOURCES COMMITTEE MEETING  
March 10, 2009, 6:00 p.m.  
Board Room, AD122, Riverside City College

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

AGENDA

VI. Board Committee Reports

B. Resources Committee

1. Norco Student Support Center Project - DSA Inspection, Special Inspection, and Materials Testing Services Agreement - River City Testing  
- The Committee to consider a testing services agreement.
2. Phase III - Norco/Industrial Technology Project - Change Order  
- The Committee to review a change order.
3. Riverside Nursing/Sciences Building Project - Multiple Prime Construction Management Services Amendment - Barnhart Inc., a Heery International Company  
- The Committee to consider an amendment to a construction management services agreement.
4. Riverside Aquatics Center Project



- The Committee to review a status report relative to the Riverside Aquatics Center project.
- 5. 2008-2009 Salary Adjustment
  - The Committee to consider a salary adjustment for management, faculty and confidential staff.
- 6. 2008-2009 State Budget Update
  - Staff to brief the Committee on any new information relative to the State budget.
- 7. Comments from the public

Adjourn

Prepared by: Charlotte Zambrano  
Administrative Assistant,  
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: March 17, 2009

Subject: Norco Student Support Center Project – DSA Inspection, Special Inspection, and Materials Testing Services Agreement – River City Testing

Background: On August 19, 2008, the Board of Trustees approved the final design and project budget for the Norco Student Support Center Project. In order to begin construction the District needs to have an agreement in place for a certified DSA inspector of record, special inspection and materials testing services.

On January 22, 2009 the District issued a Request for Qualifications (RFQ) for Civil Engineering, Geotechnical, Survey, Staking, Inspection, Material Testing, and Specialty Services. Staff reviewed the Inspection, Material Testing and Specialty Services submittals and five firms were invited for interviews. On February 25, 2009 interviews were conducted. The interviews were administered by the Facilities Planning, Design and Construction staff committee. Based on the RFQ submittals and the interview process, staff is now requesting the Board of Trustee's approval of the attached agreement with River City Testing in the amount of \$425,722.50 to provide DSA inspector of record, special inspection and materials testing services. Agreement Attached.

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 the agreement with River City Testing, to provide DSA inspector of record, special inspection and materials testing services for the Norco Student Support Center Project in the amount of \$425,722.50, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Irving G. Hendrick  
Interim Chancellor

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

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

**AGREEMENT BETWEEN**  
**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**And**

**RIVER CITY TESTING**

THIS AGREEMENT is made and entered into on the 18<sup>th</sup> day of March, 2009, by and between RIVER CITY TESTING hereinafter referred to as “Consultant” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the “District.”

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant’s office(s), and on site at Riverside Community College District’s Norco Campus.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from March 18, 2009, to the estimated completion date of December 31, 2010, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$425,722.50 including reimbursable expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District’s sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from

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

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

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

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

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

River City Testing

Riverside Community College District

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

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

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

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

## Exhibit I

### SCHEDULE OF ESTIMATED FEES NORCO STUDENT SUPPORT CENTER

#### Inspection

DSA Class 1 Inspector:	3120 hours @ \$82.25 per hour	\$256,620.00
Assistant Inspector (roofing):	320 hours @ \$76.00	\$ 24,320.00
Special Inspector Batch Plant:	112 hours @ \$72.50 per hour	\$ 8,120.00
Special Inspector Concrete (2 <sup>nd</sup> floor and roof):	16 hours @ \$72.50 per hour	\$ 1,160.00
Special Inspector Masonry:	96 hours @ \$72.50 per hour	\$ 6,212.00
Special Inspector Rebar Sample:	80 hours @ \$72.50 per hour	\$ 5,800.00
Special Inspector Visual Welding Field:	480 hours @ \$72.50 per hour	\$ 34,800.00
Special Inspector Visual Welding Shop:	480 hours @ \$72.50 per hour	\$ 34,800.00
Ultrasonic Testing:	60 hours @ \$86.50 per hour	\$ 5,190.00
Soils Technician:	120 hour @ \$71.50 per hour	\$ 8,580.00
Geotechnical inspection for the construction of building pad (to be subcontracted to Inland Foundation Engineering, fee plus 2.5% handling)		\$ 23,720.00

#### Testing

Soils:		
Moisture Density Test:	2 tests @ \$110.00 per test	\$ 220.00
Sieve Analysis:	2 tests @ \$70.00 per test	\$ 140.00
Concrete:		
Concrete Compression Test (35 sets of 4 samples):	140 tests @ \$17.50 per test*	\$ 2,450.00
Mix Design Review (including asphalt):	5 mixes @ \$110.00 per mix	\$ 550.00
Masonry:		
Grout Compression Test (3 sets of 5 samples):	15 tests @ \$17.50 per test *	\$ 262.50
Mortar Compression Test (5 sets of 4 samples):	20 tests @ \$17.50 per test*	\$ 350.00
Extract Masonry Cores:	6 hours @ 115.00 per hour	\$ 690.00
Masonry Core Compression Test:	1 test @ \$25.00 per test	\$ 25.00
Masonry Core Shear Test:	1 test @ \$45.00 per test	\$ 45.00
Block Conformance Test:	1 set @ \$300.00 per set	\$ 300.00
Mix Design Review:	1 mix @ \$110.00 per mix	\$ 100.00
Reinforcing Steel:		
Bend Test:	12 tests @ \$25.00 per test	\$ 300.00
Tensile Test:	12 tests @ \$30.00 per test	\$ 360.00
High Strength Bolt Conformance Test	4 sets @ \$100 per set	\$ 400.00
Load Testing:		
Ground Rod Test:	100 hours @ \$76.00 per hour	\$ 7,600.00
Ground Rod Test:	2 tests @ \$100.00 per test	\$ 200.00
Deliver Samples to Testing Lab	30 trips @ \$35.00 per trip	\$ 1,050.00
One DSA Final Laboratory Affidavit		\$ 600.00

**TOTAL ESTIMATED FEES** **\$425,722.50**

\*These rates are in effect through June 30, 2011, and take into consideration the mandatory prevailing wage increases on July 1, 2009, and July 1, 2010.

\*\*If the hold sample does not require testing, we will bill only \$5.00 for disposal of hold sample.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-2

Date: March 17, 2009

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

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 Center. On December 11, 2007 the Board of Trustees approved thirty-two (32) construction prime trade contractors for the multiple prime delivery method. The individual contractors will complete construction services throughout the Phase III-Norco/Industrial Technology Project.

Staff is now requesting Board approval of a Change Order for modifications to the Phase III-Norco/Industrial Technology Project for the following contractor:

- Western Rim Constructors, Inc. \$3,385.53

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).

Recommended Action: It is recommended that the Board of Trustees approve Change Order for the Phase III-Norco/Industrial Technology Project for Western Rim Constructors, Inc. - \$3,385.53 and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Order.

Irving G. Hendrick  
Interim Chancellor

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

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



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

CHANGE ORDER SUMMARY

Change Order: 2  
Contractor: Western Rim Constructors, Inc.

<i>Contract Amount:</i>	\$ 396,235.00
<i>Change Order No. 1 Amount:</i>	\$ 1,692.13
<i>Change Order No. 2 Amount:</i>	<u>\$ 3,385.53</u>
<i>Revised Contract Sum:</i>	\$ 401,312.66
<i>Original Contract Contingency:</i>	\$ 39,623.50
<i>Remaining Contract Contingency:</i>	\$ 34,545.84

Change Order Description:

- Change the tactile panels from 48 inches to 60 inches on ADA ramp at West parking lot after initial installation. The ADA walkway at the West parking lot showed a dimension of a 48 inch wide area of tactile panels in the pathway per sheet AR-11 of Addendum No. 1 issued prior to bid time. At a later date, the Inspector of Record was reviewing the DSA approved addenda and noted the plan checker's handwritten note on the sheet AR-11 changing the ramp to 60 inches wide. The Architect revised the width of the ramp to the proper width to obtain DSA project closeout.  
*Requested by:* Architect  
*Accountability:* Errors and Omissions

\$3,385.53

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-3

Date: March 17, 2009

Subject: Riverside Nursing/Sciences Building Project – Multiple Prime Construction Management Services Amendment – Barnhart Inc., a Heery International Company

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

Staff is now requesting approval to amend the agreement with Barnhart Inc., a Heery International Company. The first amendment to the agreement (4.1.3 Basic Compensation Fee) offers a savings to the District in the event the bids come in lower than the current estimate. The second change in the agreement (4.1.2 General Conditions Costs) lowers the general condition costs due to the firm revising billing rates. With this, the amendment yields a \$32,500 savings to the District by managing the use of services actually needed.

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

Basic Compensation Fee - \$3,380,265  
General Conditions Costs - \$2,372,500  
Total Fee - \$5,752,765

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

Recommended Action: It is recommended that the Board of Trustees approve the amendment with Barnhart Inc., a Heery International Company, approve the amended amount not to exceed \$5,752,765 and authorize the Vice Chancellor, Administration and Finance, to sign the amendment.

Irving G. Hendrick  
Interim Chancellor

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

AMENDMENT TO AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
BARNHART INC., A HEERY INTERNATIONAL COMPANY  
(Riverside Nursing/Sciences Building Project)

This document amends the original agreement dated January 28, 2009, between the Riverside Community College District and Barnhart Inc., A Heery International Company. The agreement was approved by the Board of Trustees on January 27, 2009.

The agreement is hereby amended as follows:

**4.1 BASIC COMPENSATION FEE.**

4.1.3 Construction Manager's Services, as described in Article 1.3 shall be: 5% of actual Construction Cost (sum of all Prime Trade Packages) not to exceed \$2,937,965 (Two Million, Nine Hundred Thirty Seven Thousand, Nine Hundred Sixty Five Dollars)

**4.1.2 GENERAL CONDITIONS COSTS.**

General Conditions as described in Article 5 shall be reimbursed at cost in accordance with Article 5 and rates established in Exhibit B (estimate of \$2,112,163) with the total not to exceed \$ 2,372,500

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

In no event shall the General Condition costs exceed the amount of \$2,372,500.00.

The term of this agreement shall be from the original agreement date of January 28, 2009, reducing the total Construction Management Service fee to \$5,752,765 and with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the agreement termination date with the consent of Barnhart Inc., A Heery International Company.

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.

BARNHART INC.,  
A HEERY INTERNATIONAL COMPANY

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

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

Eric Stenman  
President  
10760 Thornmint Rd.  
San Diego, CA 92127

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

James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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

## **Exhibit B**

### General Conditions (GC) Estimate

To be submitted for District approval after execution of Amendment.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-4

Date: March 17, 2009

Subject: Riverside Aquatics Complex Status Report

Background: A little over two years ago, the Riverside Community College District began considering an aquatics complex on the Riverside City College campus (please see Attachment A).

On September 11, 2007, the Board approved the expenditure of \$5,000,000 from Measure C funds and the development of a joint use agreement relative to a proposed Aquatics Complex on the Riverside City Campus.

On June 17, 2008, the Board approved a "Memorandum of Agreement for Riverside Community College District Aquatics Complex," between RCCD, the City of Riverside and the County of Riverside. The agreement describes the contributions of the partners to develop the aquatics complex. The agreed upon cost of the project was \$14,031,125. The agreement states that the District will contribute approximately 2.75 acres of land, and \$5,000,000. It states that the County of Riverside will contribute \$1,750,000, and the City of Riverside will contribute \$3,000,000. Subsequent to the agreement being signed by the parties, both the City and County took formal action to approve their respective funding amounts for the project. The remaining \$4,281,125 of the project budget was to be raised from private donations.

On June 17, 2008, the Board also approved a "Joint Use Agreement for the Riverside Aquatics Complex at Riverside City College," between RCCD, the City of Riverside, and the County of Riverside. The joint use agreement defines the shared usage of the facility and the operation and maintenance of the facility.

On June 17, 2008, the Board approved an agreement with Austin Veum Robbins Partners Architects to prepare plans, specifications and working drawings for the Aquatics Complex.

On September 16, 2008, staff and Austin Veum Robbins Partners presented plans for the Aquatics Complex to the Board for its review and comment.

In December 2008, plans for the Aquatics Complex were submitted to the Division of the State Architect (DSA) for review and approval. It is expected that the plans will be approved and ready to bid for construction in early to mid May 2009. Bids for construction could thus be awarded in August 2009, with the start of construction in September 2009.

DISCUSSION:

Given the anticipated timing of approval of the plans by DSA in May, it is appropriate that discussion now take place to consider moving forward with the project on its current schedule or modifying the schedule to take into account the additional funding that needs to be raised from private sources.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-4

Date: March 17, 2009

Subject: Riverside Aquatics Complex-Status Report (continued)

CONSIDERATIONS:

- To date, the District has invested approximately \$1,000,000 in programming, planning and preparation of working drawings and bid specifications.
- Approximately \$1,000,000 in private donations has been raised to support the project. (Approximately \$500,000 of the amount raised is cash; \$200,000 of the cash is from ASRCC). It is somewhat disappointing that we have not reached our goal in this regard. Unfortunately, the global economy has not been as friendly as we had anticipated.
- All three planning partners currently have institutional funding available for the project.
- The current construction bidding climate is very favorable. The amount of private funding needed to complete the project could be reduced by favorable bid results.
- If the project is delayed, the three institutional partners may revisit their commitments to the project. Given current economic conditions, the project could fall victim to a worsening fiscal climate.
- The project is intended to be constructed using multiple prime contracting. The District has demonstrated that this process can successfully engage local contractors to respond to bidding on a District project. The District's Phase III-Norco/Industrial Technology project awarded 80% of the dollar value of the project to low bid contractors from Riverside and San Bernardino Counties. The Aquatics Complex project would thus contribute directly to the local economy.

OPTIONS:

1. The project could be set aside to allow more time for reaching the fund raising target.
2. The project could be completed, with RCCD loaning Measure C funds to the project. Here, fund raising would continue until such time as Measure C has been repaid for the loan plus reimbursement for lost interest income. In this way, we could take advantage of what is likely an advantageous bid environment.
3. The District and Foundation could proceed vigorously with private fundraising (see naming opportunities in Attachment B) as staff proceeds with the bid process in the May-July 2009 period (assuming DSA plan approval in May). After bids are received, the RCCD Board of Trustees would review the bid results. At that time, a determination as to whether to proceed with the project would be made. In so doing, the Board would also address funding options on the chance that funding is still an issue.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-4

Date: March 17, 2009

Subject: Riverside Aquatics Complex-Status Report (continued)

Recommended Action: It is recommended that the Board of Trustees encourage the Foundation to proceed with a vigorous private fundraising effort for the Aquatics Complex and authorize the staff to proceed with the bid process for the Aquatics Complex once plans are approved by DSA, with the bid results then presented to the Board for its review and consideration at the next regularly scheduled Board meeting following completion of the bid process.

Irving G. Hendrick  
Interim Chancellor

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

Orin Williams  
Associate Vice Chancellor  
Facilities Planning, Design and Construction

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



## ATTACHMENT A

### Summary of Discussions Surrounding Riverside Community College District Aquatics Center

#### Background

The lack of adequate aquatics facilities has been identified as a priority need in the greater Riverside area. Aquatics programs have become an increasingly popular sport, and include organized swim and water polo teams throughout the city and at each high school. The tradition of aquatics has also been strong at RCC, both in terms of the college's physical education curriculum and with competitive swim and water polo programs. The Cutter pool complex is not of a sufficient size to handle swim and water polo competitions. The addition of an aquatics complex has been identified in the Riverside City College Facilities Master Plan.

#### Recent Developments

For over a year, a group of concerned Riverside citizens, under the leadership of Ted Weggeland, has been researching this need. A proposal has been explored to build a state-of-the-art joint use aquatics complex at RUSD's Poly High School, including a 50-meter Olympic-sized pool, a concession stand, coaching offices, boy's and girl's locker rooms and a scoreboard. This facility would complement the existing 25-meter pool at RUSD's King High School and a planned pool in the Alvord USD, offering a system of aquatics facilities to meet the growing needs of the community. The estimated cost of this facility is \$10 million.

Site limitations and budgetary constraints hinder the development of the full aquatics complex at Poly High School. Several weeks ago, Ted Weggeland approached the College inquiring as to whether Riverside City College would consider becoming the site for this joint-use facility, noting the tradition of excellence in its aquatics programs, the physical education mission of the campus, and a history of successfully partnering in offering joint-use facilities for the community. He believes there is support from the City of Riverside and Riverside County to assist in this effort, and is willing to assist in raising the necessary private dollars to make this facility a reality.

#### Finances

The group headed by Ted Weggeland will raise \$5M for the construction of the proposed complex if the College matches it with \$5M from its resources. This is a great opportunity to have a first-rate sports facility. In the refinancing of the first phase of Measure C, the College ended up with an additional \$7M, part of which could be redirected to match the offer made by the community. As with our other joint use agreements, we will negotiate with the City to provide support for the operation of the facility.

## ATTACHMENT B

### *Riverside Aquatics Complex*

<b>Naming Opportunity</b>	<b>Gift Amount</b>
Pool	\$1,500,000
Diving Tower	\$750,000
Aquatics Building	\$500,000
Scoreboard	\$250,000
Bleachers	\$100,000
Team Rooms (2 available)	\$100,000
Locker Rooms (2 available)	\$100,000
Coaches' Offices (2 available)	\$50,000
3-Meter Diving Boards (pair)	\$50,000
1-Meter Diving Boards (pair)	\$30,000
Long Swimming Lanes (8 available – each)	\$25,000
Short Swimming Lanes (26 available – each)	\$10,000

Founding contributors to the Riverside Aquatics Complex will be recognized on a plaque at the following levels:

Olympian	\$100,000 or more
Gold	\$50,000 – 99,999
Silver	\$10,000 – 49,999
Bronze	\$5,000 – 9,999

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-5

Date: March 17, 2009

Subject: 2008-2009 Salary Adjustment

Background: On March 18, 2008, the Board of Trustees approved a new, three-year Collective Bargaining Agreement with the CTA, effective July 1, 2008. This agreement provided an increase to the salary schedule for FY 2008-09 as follows: "By COLA (to the extent funded by the State plus 1% effective July 1, 2008."

At its meeting on June 17, 2008, the Board of Trustees approved a salary adjustment for confidential and management employees as follows: "By COLA, effective July 1, 2008, to the extent funded by the State, plus an additional 1%."

A salary adjustment for classified staff for the 2008-09 fiscal year has not occurred as the District and CSEA are in negotiations concerning the CSEA contract.

Faculty, management and confidential employees have received the salary adjustments cited above during the current fiscal year. The COLA component was set at .68%, as this was the COLA funded for community colleges by the State. However, the State has now defunded the COLA for the entire fiscal year. Thus, the District must determine how to proceed.

OPTIONS:

There are four basic options:

1. Since the State has defunded the COLA for the entire year, the District, pursuant to the CTA contract and the Board's June 17, 2008, action, is no longer obligated to provide the COLA component of the FY 2008-09 salary adjustment. The District could therefore recapture from faculty, management and confidential staff those funds expended to date on the COLA. This alternative saves the District about \$2.25 million over the next three years.
2. The District could simply absorb the cost of the COLA through the March payroll and then delete the COLA component prospectively. This option would cost the District about \$550,000, but would also save about \$1.7 million over the next twenty-seven months.
3. The District could treat the COLA as a one-year, off schedule adjustment. Thus, a .68% COLA could be funded for the full 2008-09 fiscal year but dropped thereafter. This alternative would cost the District about \$750,000 and would save about \$1.5 million over the succeeding two fiscal years.
4. The District could self-finance the COLA component and treat it as though it was funded. This option would cost the District about \$2.25 million of the next three years and a minimum of \$750,000 annually thereafter, all of which would be funded by the District instead of the State.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-5

Date: March 17, 2009

Subject: 2008-2009 Salary Adjustment (continued)

Recommended Action: It is recommended that the Board of Trustees approve Option 2 above whereby faculty, management and confidential staff would receive the FY 2008-09 COLA through March 31, 2009, with the COLA component of the current year salary package deleted thereafter.

Irving G. Hendrick  
Interim Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
PLANNING COMMITTEE  
March 10, 2009–5:45 p.m.  
Board Room AD 122, Riverside City College

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

AGENDA

VI. Board Committee Reports

C. Planning

1. March Dental Education Center  
- The Committee to review funding for the planning and design of the center, and an agreement with HMC Architects to provide design services. The term of the agreement is March 18, 2009 through the estimated date of April 30, 2010.
2. Moreno Valley Parking Structure  
- The Committee to review funding for the planning and design of the parking structure and surge space.
3. Comments from the public.

Adjourn

Prepared by: Naomi Foley  
Administrative Assistant, Academic Affairs

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-1

Date: March 17, 2009

Subject: March Dental Education Center

Background: On December 23, 2008, the Board of Trustees approved a non-binding Letter of Intent (LOI) with March HealthCare Development, LLC. The LOI outlines the potential donation of 7.8 acres of property at the former March Air Force Base for the purpose of developing a facility to house the dental programs of the Moreno Valley Campus. The leased buildings at March which currently house the dental programs are scheduled to be demolished within the next year to make way for a major medical center campus.

In order to initiate the planning and design process, staff is requesting an allocation of \$500,000 of Measure "C" Funds. Additionally, in order to develop a project design, staff is requesting approval to enter into an agreement with HMC Architects in the amount of \$239,500 to provide design services for the March Dental Education Center.

On December 26, 2008 the District issued a Request for Proposal (RFP) for Architectural and Engineering Services, and received over seventy responses. Staff reviewed the submittals and 11 firms were invited for interviews on February 11, 2009 and February 12, 2009. The interviews were administered by a multi-college staff committee. Based on the RFP submittals and the interview process, Moreno Valley Campus administration, in conjunction with the Facilities Planning, Design and Construction department now recommends the approval of HMC Architects to provide design services for the March Dental Education Center. Funding source: District Measure "C" Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve funding in the amount of \$500,000, using Measure "C" funds for planning and design, and approve the agreement with HMC Architects to provide design services, in an amount not to exceed \$239,500, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Monte Perez  
President, Moreno Valley Campus

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

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

AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

HMC ARCHITECTS

THIS AGREEMENT is made and entered into on the 18<sup>th</sup> day of March, 2009, by and between HMC ARCHITECTS hereinafter referred to as "Architect" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Architect's office(s), and on site at Riverside Community College District's Moreno Valley Campus and March Air Force Base property in Moreno Valley, California.
3. The services rendered by the Architect are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from March 18, 2009, to the estimated completion date of April 30, 2010, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Architect.
5. Payment in consideration of this agreement shall not exceed \$239,500 including reimbursable expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by Architect hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Architect shall have the right to retain copies of all such data for Architect records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided

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

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



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

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

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

HMC Architects

Riverside Community College District

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Chris R. Taylor, AIA  
Executive Vice President  
3546 Concourses St.  
Ontario, CA 91764

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James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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

## Exhibit I

### Scope of Services

#### Scope of Project

District proposes to construct a modular Dental facility, with associated site work, for the Moreno Valley Campus and located at the March Air Force Base located in Moreno Valley, California. The project will be approximately 12,000 gsf and will include spaces for operatories, classrooms, offices, radiology and clinical/lab space.

#### A. Scope of Work:

The scope of services relating to this project includes:

1. Review pertinent as-built plans and other data necessary for evaluation of existing site conditions.
2. Perform field visits as required to observe existing conditions.
3. Attend meetings with the District as required to determine program and site requirements.
4. Provide site development plans. Site development plans shall include but not be limited to information regarding placement of modular facility, footing / foundation plans, irrigation landscape plans, pad development data including elevations / dimensions and path of travel requirements such as sidewalks, ramps, parking space modifications, etc. The development plans shall include any ADA required signage.
5. Provide electrical / communications / plumbing site plans including fire alarm system connections to existing system and exterior lighting system as required.
6. MEP Peer review of the modular systems engineering for conformance with code and user requirements.
7. Coordinate all project approvals, including Certificate of Completion, as required by applicable governing authorities such as DSA, in a timely manner and ensure proper project close-out.
8. Provide furniture and equipment coordination.
9. Provide CEQA documentation (Mitigated Negative Declaration).

#### C. Assumptions and Exclusions:

1. Seven (7) meetings are assumed during Schematic Design through Construction Documents.

2. Eight (8) meetings are assumed during Construction Administration (includes pre-bid conference and punch list review).
3. District will provide Architect with all required surveys, drawings and documents pertaining to the existing site conditions.
4. District will provide all required modular documents and calculations for inclusion into the DSA submittal package.
5. It is assumed that the existing utility systems that are needed for the new modular building (water, sewer storm drain, electrical power, fire alarm, data/ telephone/ communication, etc) are available at the property line and are adequate for the new building.
6. It is assumed that the modular manufacturer will include all necessary Fire Alarm Engineering.
7. Foundation design drawings are included within basic services and will be based on the modular manufacturer's information.
8. It is assumed that the heating, ventilating and air conditioning design and construction drawings will be provided by the modular manufacturer. We will conduct a peer review of their system for conformance with code and user requirements.
9. Preparation of a LEED scorecard or participation in LEED certification is excluded from basic services.
10. Furniture selection and specifications are excluded from basic services.
11. Artist's renderings are excluded from basic services.
12. Providing a geotechnical report for the project is excluded.
13. DTSC approval is not required.
14. An EIR is not required; CEQA documentation will consist of preparing a Mitigated Negative Declaration.

D. Compensation:

Architect will provide the services outlined in the Scope of Work above for a fixed fee of two hundred thirty-nine thousand, five hundred (\$239,500) dollars.

The breakdown is as follows:

HMC Architects	\$ 62,500
Civil (Penco Eng.)	\$ 65,000
Structural (Byrd & Assoc.)	\$ 15,000
MEPT (TMAD)	\$ 22,000
Landscape (Webb Assoc.)	\$ 20,000
CEQA (The Planning Center)	\$ 45,000 (optional)
Reimbursable (not including Agency submittal and bid sets)	\$ 10,000
Total Fixed Fee	\$239,500

E. Additional Services:

If Additional Services are required beyond the original Scope of Work, Architect will bill on an hourly basis per Attachment "A", Architect's Rate Schedule attached.

F. Reimbursable Expenses:

Reimbursable expenses with the exception of Agency submittals and bid sets, is included in the fixed fee.

ATTACHMENT "A"  
 HMC ARCHITECTS RATE SCHEDULE  
 Standard Hourly Rate Schedule by Professional Category  
 (Not all categories need apply to this contract)

	Hourly Rates
Principal	\$ 235.00
Managing Principal	\$ 235.00
Educational Services	\$ 195.00
Design Director	\$ 195.00
Senior Healthcare Planner	\$ 185.00
Senior Project Manager	\$ 185.00
Senior Construction Administrator	\$ 170.00
Cost Estimator	\$ 165.00
Project Manager	\$ 165.00
Senior Designer	\$ 155.00
Interior Design Director	\$ 155.00
Designer	\$ 145.00
Graphics	\$ 135.00
Project Leader	\$ 135.00
Technical Services/QA Plan Reviewer/SpecWriter	\$ 135.00
Labor Compliance	\$ 135.00
Interior Senior Designer	\$ 130.00
Construction Administrator	\$ 125.00
Job Captain	\$ 120.00
Senior Drafter	\$ 115.00
Intermediate Drafter	\$ 110.00
Junior Designer	\$ 110.00
Computer Services	\$ 100.00
Interior Design /Project Coordinator	\$ 100.00
Drafter	\$ 95.00
Intern Architect	\$ 85.00
Construction Administration Support	\$ 80.00
DSA Coordinator	\$ 80.00
Contract Administrator	\$ 80.00
Jr. Interior Designer	\$ 75.00
Admin Support	\$ 75.00

These are the current hourly rates effective July 1, 2006 through June 30, 2007 and are subject to change one time annually effective July 1st.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-2

Date: March 17, 2009

Subject: Moreno Valley Parking Structure

Background: On December 20, 2006 the Moreno Valley Campus held a planning charette to develop the program for a 800-1000 space parking structure. The planning session resulted in identifying the location of the structure and the need to include up to 12,000 gross square feet of “surge space” that would provide flexible space for accommodating campus growth for the expansion of existing and the development of additional programs-services. The surge space would allow the removal of the temporary modular facilities that have been added to the campus to help mitigate short-term program growth. The project has been identified as a priority project in the campus Long Range Capital Master Plan and has been included in the 2010-2014 Five Year Capital Construction Plan presented to the State Chancellor’s Office in June 2008.

After the initial planning took place the project was vetted and approved by the Moreno Valley Strategic Planning Committee, and the District Strategic Planning Committee. Staff is now prepared to introduce the project to the Board of Trustees to initiate its planning and design. It is estimated \$4,750,000 will be necessary to execute the planning and design of this project. Funding source: District Measure “C” funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve use of \$4,750,000, using District Measure “C” funds for the planning and design of the Moreno Valley Parking Structure and surge space.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Monte Perez  
President, Moreno Valley Campus

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
GOVERNANCE COMMITTEE MEETING  
March 10, 2009 - 7:00 p.m.  
Board Room AD122, Riverside City College

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

AGENDA

VI. Board Committee Reports

D. Governance Committee

1. Board of Trustees Agendas – Enhanced Policy Making  
- The Committee will consider delegating authority regarding Special  
Projects.
2. Comments from the public.

Adjourn

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



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-1

Date: March 17, 2009

Subject: Board of Trustees Agendas – Enhancing Policy Making

Background: In September 2007, the Board of Trustees approved delegating authority to the Chancellor to authorize contractual agreements and the expenditure of funds pursuant to Public Contract Code Section 20650; to approve overload assignments; part time faculty assignments; requests for changes in personal annuity contributions; requests for reduced loads and temporary workloads; volunteers; professional experts; and Community Education presenters. These delegated authorities were approved under the premises of enhancing policy making and pursuant to Board Policy 2430, amended in May, 2005, reflecting Education Code § 70902 (d) allowing the Board of Trustees to delegate authority to the Chancellor of the District.

At the time of discussion, members considered other matters for delegation, but did not proceed. Included in this discussion was Special Projects. At the time, members of the committee representing Academic Senate and CTA expressed concerns. Since implementation of the delegated authority from the Board to the Chancellor, an administrative actions library is now on the Board website and the campus business Offices are also repositories for those lists of items that were removed from the Board Book because of the delegated authority.

Given the timing of processing special project requests, the Vice Chancellor of Academic Affairs consulted with the Academic Senate and leadership of CTA about the prospect of seeking delegated authority for Special Projects. Based upon this consultation, both groups agree that they do not object to Special Projects being delegated from the Board to the Chancellor, and placed on the administrative actions library website and campus business officer repositories, should the Board of Trustees approve such delegated authority.

Recommended Action: It is recommended that the Board of Trustees delegate authority to the Chancellor regarding Special Projects.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Chris Carlson  
Chief of Staff