

RIVERSIDE COMMUNITY COLLEGE DISTRICT
Board of Trustees – Regular Meeting -
Board of Trustees Teaching and Learning Committee,
Resources Committee, Governance Committee, Facilities Committee
October 5, 2010 – 6:00 p.m. – Student Services Room 101
Moreno Valley College

AGENDA

CALL TO ORDER

Pledge of Allegiance

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

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

Any public record relating to an open session agenda item that is distributed within 72 hours prior to the meeting is available for public inspection at the Riverside Community College District Chancellor’s Office, Suite 210, 1533 Spruce Street, Riverside, California, 92507.

I. Comments from the Public

II. Chancellor’s Reports

- A. Communications
- Chancellor will share general information to the Board of Trustees, including federal, state, and local interests and District information.
Information Only

III. Board Committee Reports

- A. Planning and Operations Committee (None)

- B. Teaching and Learning Committee

1. Master Grant Submission Schedule for 2010-11
- Committee to review a schedule representing grants that the District intends to apply for in the 2010-2011 academic year, and a presentation with a best practices model for grant proposal development will be given.
Information Only

C. Resources Committee

1. Phase III Student Academic Services Facility at Moreno Valley College – Project Budget, Construction Management and Architect Approval
- Committee to review a budget augmentation using State Capital Outlay and Measure C funds; review proposed termination of agreements; and review proposed new agreements relative to the Phase III Student Academic Services Facility at Moreno Valley College.
Recommended Action: To be Determined
2. Moreno Valley College Nursing Portables – Budget Augmentation with Silver Creek Industries, Inc.
- Committee to consider a budget augmentation for purchase of portable classroom facilities using Board approved project budget contingency, District-Reserve Measure C funds.
Recommended Action: To be Determined
3. 2010-2011 Budget – Public Hearing and Budget Adoption
- Committee to review 2010-2011 budget for the Riverside Community College District.
Recommended Action: To be Determined

D. Governance Committee

1. Revised and New Board Policies – First Reading
- Committee to review Board Policies 7250 and 7368 that are being presented to the Board for first reading.
Recommended Action: To be Determined

E. Facilities Committee

1. Amendments to Consulting Services for the Office of Facilities Planning, Design and Construction
- Committee to consider amendments with Facilities Planning and Consulting Services and Facilities Planning and Program Services for additional consultant services.
Recommended Action: To be Determined
2. Riverside Aquatics Complex – Change Order No. 2 with Crew, Inc.
- Committee to consider a change order with Crew, Inc., for unforeseen soil conditions within the project.
Recommended Action: To be Determined
3. Owner Controlled Insurance Program
- Committee to review the advantages and disadvantages of the Owner Controlled Insurance program.
Information Only

IV. Closed Session

- Pursuant to California Education Code Section 72122 appeal of student grievance (Student No. 2028654).

Recommended Action: To be Determined

- Pursuant to Government Code Section 54956.8, conference with real property negotiator; properties known as APN 297-200-003; Agency Negotiator: Chancellor Gray

Recommended Action: To be Determined

- Pursuant to Government Code Section 54957, public employee discipline/dismissal/release.

Recommended Action: To be Determined

V. Adjournment

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: III-B-1

Date: October 19, 2010

Subject: Master Grant Submission Schedule for 2010-11

Background: As per AP 3280, which delineates how grants will be handled in a three-college district, the Grants Office is charged with presenting three reports per year to the Board of Trustees. Attached hereto is the first of these three reports, which provides the Board with a Master Submission Schedule for 2010-11. This schedule represents the grants the district intends to apply for in the 2010-11 academic year. The Grants Office will also present a best practices model for grant proposal development.

Information Only.

Gregory W. Gray
Chancellor

Prepared by: Ray Maghroori
Vice Chancellor, Educational Services

Richard Keeler
Director, Grants

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Master Submission Schedule for 2010-11

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Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
U.S. Department of Education	Student Support Services	Provides opportunities for academic development, assists students with basic	Student Services	\$1.1M	2009/10 Fiscal Year Submission	Riverside	Awarded
U.S. Department of Education	Student Support Services	college requirements, and serves to motivate	Student Services	\$1.1M	2009/10 Fiscal Year Submission	Moreno Valley	Awarded
U.S. Department of Education	Student Support Services	students toward the successful completion of	Student Services	\$1,192,480	2009/10 Fiscal Year Submission	Norco	Awarded
U.S. Department of Education	Student Support Services	their postsecondary education	Student Services (DSP&S Population)	\$1.1M	2009/10 Fiscal Year Submission	Norco	Awarded
Health Resources and Services Administration	Nurse Education, Practice and Retention Program	To provide support for academic, service and continuing education projects designed to strengthen the nursing workforce and improve nurse retention and quality of patient care	School of Nursing	\$999,964	2009/10 Fiscal Year Submission	Riverside	Awarded
Health Resources and Services Administration	Scholarships for Disadvantaged Students Program	To promote diversity among health profession students and practitioners by providing scholarships to full-time students with financial need from disadvantaged backgrounds	School of Nursing	\$291,741	2009/10 Fiscal Year Submission	Riverside	Awarded

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Master Submission Schedule for 2010-11

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Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
Health Resources and Services Administration	Scholarships for Disadvantaged Students Program	To promote diversity among health profession students and practitioners by providing scholarships to full-time students with financial need from disadvantaged backgrounds	Allied Health	\$40,144	2009/10 Fiscal Year Submission	Moreno Valley	Awarded
Health Resources and Services Administration	ARRA Equipment – Physician Assistant Training in Primary Care	Provides funding for equipment to support Primary Care Training and Enhancement training efforts	Allied Health	\$296,353	2009/10 Fiscal Year Submission	Moreno Valley	Awarded
U.S. Department of Education	Title V Cooperative	Developing Hispanic Serving Institutions grant	Arts and Media	\$3.87M	2009/10 Fiscal Year Submission	Norco	Awarded
The Bill & Melinda Gates Foundation through the National League of Cities	Communities Learning in Partnership	To implement early assessment and accelerated college prep strategies, employer-supported degree paths, and a coordinated network of academic, student, and social support services in an effort to boost associate degree completion rates at Riverside City College from 14 percent to 20 percent by 2013	Student Success	\$3M		Riverside City College in collaboration with the City of Riverside	Awarded

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Master Submission Schedule for 2010-11

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Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
U.S. Department of Education	Fund for the Improvement of Postsecondary Education	A congressionally-directed earmark for the development of curriculum at Ben Clark Training Center	Public Safety	\$600K	Summer 2010	Moreno Valley	Awarded
Health Resources and Services Administration	Expansion of Physician Assistant Training Program	Provides stipends to students who are above the baseline capacity of the program	Allied Health	\$2,117,808	7/19/10	Moreno Valley	Awarded
U.S. Department of Education	The Centers of Excellence for Veteran Student Success	To encourage model programs to support veteran student success in postsecondary education by coordinating services to address the academic, financial, physical, and social needs of veteran students	Student Services	~\$300K	07/30/10	Riverside	Submitted
The Department of Health and Human Services Administration for Children and Families	Health Profession Opportunity Grants to	To provide eligible individuals with the opportunity to obtain education and training for occupations in the healthcare field that pay well and are expected to either experience labor shortages or be in high demand	Allied Health	\$8.9M	08/05/10	Joint Proposal with Moreno Valley and Riverside with Chaffey College as the lead	Not Awarded
	Serve TANF Recipients and Other Low-Income Individuals		Nursing		08/05/10		

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Master Submission Schedule for 2010-11

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Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
Department of Defense	Research and Educational Program for Historically Black Colleges and Universities and Minority-Serving Institutions	To (a) enhance programs and capabilities in scientific and engineering disciplines critical to the national security functions of the DoD, (b) encourage greater participation in DoD programs and activities, (c) increase the number of graduates, including underrepresented minorities, in the fields of science, technology, engineering and/or mathematics (STEM), and (d) encourage research and educational collaboration with other institutions of higher education directed toward advancing the state of the art or increasing knowledge and understanding	STEM	\$775K	08/06/10	Riverside City College with UCR as the lead	Submitted
The Office of Statewide Health Planning and Development	Song-Brown Physicians Assistant Training Program	Support the training of Physician Assistants	Allied Health	\$100K	08/11/10	Moreno Valley	Submitted
The Office of Statewide Health Planning and Development	Song-Brown Physicians Assistant Training Special Programs	Support special programs for PA students	Allied Health	\$99,808	08/11/10	Moreno Valley	Submitted

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Master Submission Schedule for 2010-11

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Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
U.S. Department of Education	Pilot Program for Course Material Rental	To provide grants to institutions of higher education for pilot programs that expand the services of bookstores to provide the option for students to rent course materials in order to achieve savings for students	Student Services	\$986,823	08/12/10	Norco	Submitted
National Science Foundation	Scholarships in Science, Technology, Engineering, and Mathematics	Support scholarships for academically talented, financially needy students, enabling them to enter the workforce following completion of an associate, baccalaureate, or graduate level degree in science and engineering disciplines	STEM	\$466,975	08/12/10	Riverside	Submitted
Defense Logistics Agency	Procurement Technical Assistance Program	Provides important resource information and procurement training to businesses seeking to market their goods and services to federal, state and local government	Economic Development	~\$137K	08/24/10	District	Submitted
Riverside Community Health Foundation		To support physical fitness program offerings to senior citizens	Senior Citizen Physical Fitness Program	\$100,839	09/03/10	District	Submitted

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Master Submission Schedule for 2010-11

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Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
National Science Foundation	Science, Technology, Engineering, and Mathematics Talent Expansion Program (STEP)	Seeks to increase the number of students (U.S. citizens or permanent residents) receiving associate or baccalaureate degrees in established or emerging fields within science, technology, engineering, and mathematics	STEM	\$1M	09/28/10	Riverside	Submitted
U.S. Department of State	Fulbright Scholar-in-Residence Program	Assists institutions historically underrepresented in international academic exchange and allows scholars outside the United States to gain experience in U.S. higher education	Green/Social Sciences	TBD	10/15/10	Moreno Valley	NEW ADDITION In Progress
National Science Foundation	Advanced Technological Education - Project Category	With an emphasis on two-year colleges, the Advanced Technological Education (ATE) program focuses on the education of technicians for the high-technology fields that drive our nation's economy	CIS	\$200K	10/21/10	Riverside	
National Science Foundation	Advanced Technological Education - National Center Category	With an emphasis on two-year colleges, the Advanced Technological Education (ATE) program focuses on the education of technicians for the high-technology fields that drive our nation's economy	Logistics and Supply Chain Technology	\$5M	10/21/10	Norco	Resubmission In Progress

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Master Submission Schedule for 2010-11

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Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
The Office of Statewide Health Planning and Development	Song Brown Registered Nursing Education Capitation Program	Associate Degree in Nursing Program Expansion	School of Nursing	\$200K	11/02/10	Riverside	In Progress
The Office of Statewide Health Planning and Development	Song Brown Registered Nursing Education Special Programs Grant	To fund outreach to underrepresented populations and provide support services to students in the ADN program	School of Nursing	\$125K	11/02/10	Riverside	In Progress
U.S. Department of Education	HSI-STEM Program	To increase number and success of Hispanic and other underrepresented students in Science, Technology, Engineering and Math majors	STEM	Not Yet Announced	Expected to be due in November 2010	Norco	In Progress
U.S. Department of Education	Institutional Eligibility (for Title V)	Eligibility Required for Title V Program	HSI Designation	Designation Approval	01/06/11	Moreno Valley	
U.S. Department of Education	Institutional Eligibility (for Title V)	Eligibility Required for Title V Program	HSI Designation	Designation Approval	01/06/11	Norco	

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Master Submission Schedule for 2010-11

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Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
U.S. Department of Education	Institutional Eligibility (for Title V)	Eligibility Required for Title V Program	HSI Designation	Designation Approval	01/06/11	Riverside	
U.S. Department of Commerce, National Telecommunications and Information Administration	Public Telecommunications Facilities Program	The purpose of this program is to support the planning and construction of public telecommunications facilities	Radio Station	~\$300K	2/4/2011 (alternately 2/26/2011 for new radio stations)	Norco	
U.S. Department of Agriculture	Hispanic-Serving Institutions Education Grants Program	To promote and strengthen the ability of Hispanic-Serving Institutions to carry out higher education programs that attract, retain, and graduate outstanding students capable of enhancing the nation's food and agricultural scientific and professional work force.	STEM	\$300K	02/16/11	Riverside	
Chancellor's Office	Statewide Leadership for Center for International Trade Development	Advance California's economic development and global competitiveness by providing quality training and services to small to medium sized enterprises that are potential or current exporters or importers	Economic Development	\$172,500	02/18/11	District	

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Master Submission Schedule for 2010-11

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Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
Corporation for National and Community Service	Learn and Serve America	To support institutions of higher education that use innovative service-learning programming to meet the needs of local communities	Service Learning	~\$410K	03/09/11	TBD	
	Higher Education FY2010						
U.S. Department of Education	Title V	Developing Hispanic Serving Institutions grant	Engagement Centers	\$2.8M	04/13/11	Riverside	If not awarded in 2010
	Advanced Technological Education - Project Category	With an emphasis on two-year colleges, the Advanced Technological Education (ATE) program focuses on the education of technicians for the high-technology fields that drive our nation's economy. The program involves partnerships between academic institutions and employers to promote improvement in the education of science and engineering technicians at the undergraduate and secondary school levels.	CIS	To Request Comments for October 2011 Full Proposal	04/22/11	Riverside	If not funded in October 2010

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Master Submission Schedule for 2010-11

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Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Comments
National Science Foundation	Transforming Undergraduate Education in Science, Technology, Engineering and Mathematics (TUES) Used to be CCLI	TUES seeks to improve the quality of STEM education by encouraging projects that have the potential to transform undergraduate STEM education, for example, by bringing about widespread adoption of classroom practices that embody understanding of how students learn most effectively	STEM	\$200K	05/27/11	Norco	Type 1 Proposal

DRAFT Foundation Grants for Potential Inclusion in the Master Submission Schedule for 2010-11 DRAFT

Agency	Opportunity	Initiative Met	Amount	Known or Anticipated Submission Deadline	Comments	Applicant	Result
Carpenter Foundation		Performance Riverside	\$10,500	2009-10 Fiscal Year Submission	To underwrite the Discovery Theatre Program	Riverside/RCCD Foundation	Awarded
Honda Foundation		Media Technology	\$60K	8/2/2010	Proposal to fund "Up Game", a project to inspire Latino and underprivileged high school students to pursue a career in new media technologies	Riverside Community College Foundation on behalf of Norco College	Not Awarded
Weingart Foundation	Capital Fund	Aquatics Complex	Will fund construction, 10% of total	Rolling	For specific projects with capital expenditures. Funding is available to support land, facility, equipment purchases, renovations, or new construction.		Weingart made a site visit to RCCD in September 2010
LA84	N/A	Aquatics Complex	\$100K	08/12/10		Riverside Community College Foundation	Submitted

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-C-1

Date: October 19, 2010

Subject: Phase III Student Academic Services Facility at the Moreno Valley College –
Project Budget, Architect and Construction Management Approval

Background: On March 15, 2005, the Board of Trustees approved an estimated budget in the amount of \$10,626,851 using State Capital Outlay Program and Measure C funds for the Phase III Student Academic Services Facility project located at the Moreno Valley College. Then on June 20, 2006, the Board approved the revised Final Project Proposal for the project in the amount of \$13,769,218. On March 21, 2006, the Board of Trustees approved an agreement with WWCOT Architecture in the amount of \$689,303 to provide preliminary plans and working drawings for the project. The Board also approved funding in the amount of \$1,113,984 using District Measure C funds for preliminary plans and working drawings. The Board of Trustees approved on January 29, 2008, Amendment No. 1 with WWCOT in the amount of \$85,850 for additional work, and again on August 18, 2009, the Board of Trustees approved Amendment No. 2 with WWCOT in the amount of \$159,850 for additional design services which were never utilized. Presently, staff analyzed the previous project plans with our State Specialists and determined that the plans prepared to date did not match the Final Project Proposal design submitted to the State for funding approval and must be revised.

Staff requests to terminate the remainder of the original Agreement No. 1 with WWCOT (unused balance of \$483,247.75) and approve a new agreement with WWCOT in the amount of \$1,325,200 to develop a State approvable design of the Phase III Student Academic Services Facility project at the Moreno Valley College. The revised design of the project is required to: bring the former project plans into compliance with the college's Final Project Proposal; comply with current codes; revise the exterior façade for cost, sustainability, aesthetic and safety reasons; and to continue our pursuit of LEED Silver building certification. The College has chosen to redesign the exterior of the building, to reflect a contemporary architectural image that blends well with the new Learning Gateway and Health Services buildings. The floor plan of the building interior must remain very close to the original floor plans as provided in the Final Project Proposal submitted in 2006. Detailed scopes of service with WWCOT are described in the attached agreement for the Board's review and consideration.

The original Phase III Student Academic Services Facility project and budget augmentations were included in the Five-Year Construction Plans and Capital Program Executive Summary presentation. At this time, staff is submitting a project budget update to the Board and requests the Board's approval of the project budget augmentation, formally increasing the project budget to \$19,425,642; with the State providing \$15,137,738 and \$4,287,874 from Measure C. The updated estimated budget includes the planning and working drawings, construction, testing and inspection services, California Environmental Quality Act (CEQA) compliance, construction management, Project Labor Agreement administration and Group II furniture, fixtures and

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-C-1

Date: October 19, 2010

Subject: Phase III Student Academic Services Facility at the Moreno Valley College –
Project Budget, Architect and Construction Management Approval (continued)

equipment. Attached (Exhibit I) is the Junior College Accounting Form 32 (JCAF 32) project budget estimate for review.

Additionally, staff recommends the Phase III Student Academic Services Facility project be delivered using Construction Management Multiple Prime (CMMP) contracting.

On August 29, 2006, the Board of Trustees approved an agreement with Keith Francis & Co. in the amount of \$106,872 to provide construction management services for the Phase III Student Academic Services Facility project. After planning and review of the project, staff requests to terminate the construction management agreement with Keith Francis & Co. (unused balance of \$51,677) and approve the agreement (attached) with C.W. Driver to provide multiple prime construction management services for the Phase III Student Academic Services Facility project. The benefit of using C.W. Driver is increased economies of scale due to their oversight of the Learning Gateway Building, adjacent to the project site. C.W. Driver is a District pre-approved, construction management firm, recommended based on the College and District's preference and experience with other projects. Services under this agreement would include: management and oversight of bid preparation, cost estimating, construction execution, construction scheduling, ensuring compliance with bid drawings and specifications, code and labor compliance, and DSA requirements.

The total fixed fee for the construction management services for *Phase III Student Academic Services Facility* project is identified as follows:

Basic Compensation Fee - \$640,000
General Conditions Costs - \$1,368,473
Total Fee - \$2,008,473

Project to be funded by \$15,137,768 using State Capital Outlay Program (Resource 4100) and \$4,287,874 using District Measure C Funds (Resource 4160).

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-C-1

Date: October 19, 2010

Subject: Phase III Student Academic Services Facility at the Moreno Valley College –
Project Budget, Architect and Construction Management Approval (continued)

Recommended Action: It is recommended that the Board of Trustees approve for the Phase III Student Academic Services Facility project located at the Moreno Valley College as follows:

1. The project budget adjustment to \$19,425,642; with the State providing \$15,137,738 and \$4,287,874 from Measure C.
2. Using Construction Management Multiple Prime contracting for the project.
3. The termination of the construction management agreement with Keith Francis & Co. dated August 30, 2006 and return the unused balance from Keith Francis & Co. agreement in the amount of \$51,677 to the District Measure C project account.
4. The construction management services agreement with C.W. Driver in an amount not to exceed \$2,008,473.
5. The termination of Agreement No. 1 with WWCOT dated March 21, 2006 and return the unused balance from Agreement No. 1 with WWCOT in the amount of \$483,247.75 to the District Measure C project account.
6. Agreement No. 2 with WWCOT for design services in an amount not to exceed \$1,325,200 using the approved project budget.
7. Authorize the Vice Chancellor, Administration and Finance, to sign the agreements and future amendments.

Gregory W. Gray
Chancellor

Prepared by: Monte Perez
President
Moreno Valley College

Claude Martinez
Interim Vice President Business Services
Moreno Valley College

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

Bart L. Doering, Capital Program Administrator
Facilities Planning, Design and Construction

Exhibit I

COST ESTIMATE SUMMARY AND ANTICIPATED TIME SCHEDULE - JCAF 32:

Campus: Moreno Valley College (Riverside CCD) CFIS Ref. #: 40.44.208
 Project Title: PH III-STUDENT ACADEMIC SERVICES FACILITY Budget Ref #:
 Request For: L P W C E Original CCI: 4019
Date Prepared: 7/9/2008
Original EPI: 2744
Prepared by: SP TO MIDPT

	Acres:	Budget CCI: 5065	Total Cost	State Funded	District Funded	
					State-Supportable	Non State-Supportable
1. Site Acquisition						
2. Plans			\$739,554	\$199,000	\$431,000	\$110,000
A. Architectural Fees (for preliminary plans)			\$430,724			
B. Project Management (for preliminary plans)			\$153,830			
C. Preliminary Tests (soils, hazardous materials)			\$10,000			
D. Other Costs (for preliminary plans)			\$145,000			
3. Working Drawings			\$934,247	\$238,000	\$554,000	\$138,000
A. Architectural Fees (for working drawings)			\$553,788			
B. Project Management (for working drawings)			\$106,872			
C. Office of the State Architect, Plan Check Fee			\$86,592			
D. Community College Plan Check Fee			\$43,995			
E. Other Costs (for working drawings)			\$143,000			
(Total PW may not exceed 1.3% of construction)		True				
4. Construction			\$15,383,000	\$12,400,000	\$700,000	\$2,283,000
A. Utility Service			\$1,089,000			
B. Site Development, Service			\$1,142,000			
C. Site Development, General			\$441,000			
D. Other Site Development			\$630,000			
E. Reconstruction			\$11,452,000			
F. New Construction (building) (w/Group I equip)			\$629,000			
G. Other			\$769,150	\$769,150		
5. Contingency			\$246,128	\$246,128		
6. Architectural and Engineering Oversight			\$323,830	\$323,830		
A. Tests			\$153,830			
B. Inspections			\$170,000			
8. Construction Management (if justified)			\$307,660	\$307,660		
9. Total Construction Costs (items 4 through 8 above)			\$17,029,768	\$14,046,768	\$700,000	\$2,283,000
10. Furniture and Group II Equipment			\$722,073	\$654,000		\$82,000
11. Total Project Cost (items 1, 2, 3, 9, and 10)			\$19,425,642	\$15,137,768	\$1,685,000	\$2,613,000
12. Project Data						
Construction	37,085	23,450	Unit Cost Per ASF	14.	Acquisition	District Funded
Reconstruction			Unit Cost Per GSF		Preliminary Plans	Supportable
					Working Drawings	Non Supportable
					Construction	District Funded Total
13. Anticipated Time Schedule						
Start Preliminary Plans	7/1/2009	Advertise Bid for Construction	6/1/2011			
Start Working Drawings	7/1/2010	Award Construction Contract	8/1/2011			
Complete Working Drawings	2/1/2011	Advertise Bid for Equipment	2/1/2012			
DSA Final Approval	5/1/2011	Complete Project	12/1/2012			
		% of SS Total	89.98%			
		SS Total:	10.02%			

ARCHITECTURAL SERVICES AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
WWCOT

This AGREEMENT is made and entered into on the 20th of October 2010, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “DISTRICT”, and WWCOT, hereinafter referred to as “ARCHITECT”. This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural services for Phase III Academic Student Services Facility project, hereinafter referred to as “PROJECT”, located at the Moreno Valle College in the city of Moreno Valley, California within the DISTRICT; and

WHEREAS, ARCHITECT understands that the amount of \$21,961,093 funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If funding is not received for the PROJECT, this AGREEMENT is void except to the extent services have been rendered pursuant to DISTRICT authority; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I – ARCHITECT’S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT’s services shall consist of those services performed by the ARCHITECT and ARCHITECT’s employees and ARCHITECT’s consultants as enumerated in Articles II, III and Attachment “A” of this Agreement.

2. The ARCHITECT’s services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that he/she will follow the standards of his/her profession in performing all services under this Agreement. Upon request of the DISTRICT, the ARCHITECT shall submit for the DISTRICT’s approval a schedule for the performance of the ARCHITECT’s services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT’s review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. The schematic design, design development and construction document services covered by this agreement shall be completed and submitted to the Division of the State ARCHITECT for review and approval on or before May 15, 2011.

ARTICLE II – SCOPE OF ARCHITECT’S SERVICES

1. The ARCHITECT’s services include those described in this Article, Attachment “A” and include structural, civil, mechanical, electrical engineering, landscape architecture services, security design, audio visual/information technology design, and any other services necessary to produce a reasonably complete and accurate set of Construction Documents defined as including, but not limited to, the following: The agreement between DISTRICT and contractor awarded the PROJECT (“Contractor”), general and supplementary conditions of the contract between DISTRICT and contractor, drawings, specifications, addenda and other documents listed in the agreement, and modifications issued after execution of the DISTRICT and Contractor Contract.

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, public utilities, as well as the Division of the State Architect (DSA).

3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.

4. The ARCHITECT shall review the PROJECT description contained in the approved Final Project Proposal which includes the DISTRICT’s needs, program and the requirements of the PROJECT prior to preparing preliminary designs for the PROJECT.

5. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT’s PROJECT schedule and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of Educational specification requirements under Education Code Section 17251 and under Title 5, California Code of Regulations Section 14000 et seq.

6. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its Consultants, the DISTRICT’s representative(s), and other Consultants of the DISTRICT during PROJECT development.

7. The ARCHITECT shall make revisions in Drawings, Specifications, the PROJECT Manual or other documents when such revisions are necessary due to the ARCHITECT’s failure to comply with approvals or instructions previously given by DISTRICT, including revisions made necessary by adjustments in the DISTRICT’s program or PROJECT Budget.

8. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction.

9. The ARCHITECT shall provide services in connection with the work of a construction manager or separate consultants retained by DISTRICT.

10. The ARCHITECT shall provide detailed estimates of construction costs at no additional cost to DISTRICT as further described in Articles V and VI.

11. The ARCHITECT shall provide interior design and other services required for or in connection with graphics and signage. All other interior design services are addressed under Article III as an additional service.

12. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.

13. The ARCHITECT shall certify to the best of its information pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any construction document for the PROJECT and will ensure that contractors provide DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final PROJECT submittal.

14. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT.

15. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of DISTRICT, attend public hearings and other public meetings. In addition, ARCHITECT shall attend and assist in legal proceedings that arise from errors or omissions of the ARCHITECT.

16. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.

17. The ARCHITECT shall comply with applicable federal, state and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

18. The ARCHITECT shall have access to the work at all times.

19. Schematic Design Phase

a. The ARCHITECT shall review the program furnished by the DISTRICT to ascertain the requirements of the PROJECT and shall review the understanding of such requirements with the DISTRICT.

b. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components, codes, rules and regulations which are applicable to these documents. The ARCHITECT shall prepare the Schematic Design Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the Division of State Architect (DSA) and the local Fire Department.

c. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT for approval by the DISTRICT.

d. If directed by the DISTRICT at the time of approval of the schematic design, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Alternate construction schemes made by the DISTRICT subsequent to the Schematic Design Phase shall be provided as an additional service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this agreement.

e. ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.

f. The ARCHITECT shall investigate existing conditions or facilities and verify drawings of such conditions or facilities.

g. The ARCHITECT shall perform Schematic Design Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

h. The ARCHITECT shall submit to the DISTRICT a written estimate of the construction cost to reflect actual plan scope at the conclusion of each development phase, in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

19. Design Development Phase (Preliminary Plans)

a. Upon approval by the DISTRICT of the services set forth in Article II, paragraph 23, the ARCHITECT shall prepare Design Development Documents for approval by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the Design of PROJECT, and shall outline specifications to fix and illustrate the size, character and quality of the entire PROJECT as to the program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT, including, but not limited to Division of the State Architect (DSA) and the local Fire Department.

b. The ARCHITECT shall establish an estimated PROJECT Construction Cost.

c. The ARCHITECT shall perform Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

20. Construction Document Phase (Final Plans)

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents in an AutoCAD and PDF format acceptable to the District and specifications setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements, including, but not limited to, the requirements of the DSA and local Fire Department having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done, the materials, workmanship, finishes, and equipment required for the PROJECT.

b. The ARCHITECT shall prepare and file all documents required for and obtain the required approvals of all governmental agencies having jurisdiction over the PROJECT, including the DSA, local Fire Department, City Design Review (CDR), County Health Department, Department of Public Works, and others which may have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental authority. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to DISTRICT so payments may be prepared. ARCHITECT shall not charge a mark-up on costs associated with governmental agency fees when the ARCHITECT pays such fees for the DISTRICT.

c. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the PROJECT Construction Cost arising from market fluctuations or approved changes in scope or requirements.

d. If the estimated PROJECT Construction Cost exceeds the Budget constraint by 10% (ten percent), the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

21. Bidding & Award Phase

a. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions, including providing plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating, air conditioning and other systems installed by the Contractor, all of which shall be part of the bid documents prepared by the ARCHITECT.

c. The ARCHITECT shall print and distribute necessary bidding information, general conditions of the contract, and supplemental general conditions of the contract, and shall assist the DISTRICT's legal advisor in the drafting of proposal and contract forms.

d. The ARCHITECT shall deposit a reproducible set of Construction Documents and specifications at a reprographics company specified by DISTRICT for the bid and for printing of

additional sets of plans and specifications during the PROJECT. IN addition, ARCHITECT shall provide DISTRICT with an AutoCAD diskette file.

e. If the lowest bid exceeds the Budget by 10% (ten percent) for the PROJECT, the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI.

22. Construction Phase

a. The Construction Phase will commence with the award of the Construction Contract to Contractor.

b. The ARCHITECT shall reproduce fifteen (15) full size sets of contract documents and all progress prints for the DISTRICT's and consultants' use at the DISTRICT's expense. The sets are to be provided as reimbursable expenses in conformance with Article XI.

c. The ARCHITECT shall provide technical direction to a full time PROJECT inspector employed by and responsible to the DISTRICT as required by applicable law. The ARCHITECT shall advise the Contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to the DISTRICT upon completion of the PROJECT.

d. The ARCHITECT will endeavor to secure compliance by Contractor with the contract requirements, but does not guarantee the performance of Contractor's contracts. The ARCHITECT is not responsible or in charge of contractor's means, methods or safety program.

e. The ARCHITECT shall provide general administration of the Construction Documents, including, but not limited to, periodic visits at the site as ARCHITECT deems necessary to render architectural observation which is distinguished from the continuous personal inspection of the PROJECT inspector (in no case shall the number of visits be less than once every week); make regular reports as may be required by governing agencies; keep the DISTRICT informed of the progress of construction; answer RFI's and review submittals promptly to maintain project schedule; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment, and the laboratory reports thereof subject to DISTRICT knowledge and approval; maintain construction accounts; prepare change orders for written approval of the DISTRICT; examine Contractor's applications for payment and issue certificates for payment in amounts approved by the ARCHITECT and DISTRICT; provide a color schedule of all materials in the PROJECT for DISTRICT's review and approval; determine date of completion of the PROJECT; make final punch-list inspection of the PROJECT; deliver to the DISTRICT written guarantees, instruction books, diagrams, and charts required of the Contractor; and issue the ARCHITECT's certificate of completion and final certificate for payment. ARCHITECT shall not be compensated any fee for work required as a result of any error or omission. Errors shall be charged to the ARCHITECT at 100% of corrective cost, while omissions shall be charged at a rate of 20% of the corrective cost.

f. The ARCHITECT, as part of his/her basic services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.

g. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor there under.

h. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution of and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction documents.

i. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT, whenever, in the ARCHITECT's opinion, it may be necessary, to stop the work to avoid the improper performance of the agreement. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.

j. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.

k. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this agreement unless otherwise modified in writing.

l. The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.

m. The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's action shall not delay the work, but should allow for sufficient time in the ARCHITECT's professional judgment to permit adequate review.

n. The ARCHITECT shall prepare change orders with supporting documentation and data for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall promptly evaluate and make written recommendations regarding Contractor's proposals for possible change orders in order to maintain project schedule and resolve claims. ARCHITECT shall, at ARCHITECT's expense, prepare a set of reproducible record drawings, as well as AutoCAD and PDF versions, acceptable to the District, showing significant change in the work made during construction based on marked-up prints, drawings, addenda, change orders, RFI responses, show drawings, and other data furnished by the Contractor to the ARCHITECT.

o. The ARCHITECT shall inspect the PROJECT to determine the date or dates of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents.

p. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications and other documentation resulting there from.

q. The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as DSA closure with certification and local Fire Departments, in a timely manner and ensure proper PROJECT close-out.

r. The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Construction Manager or Contractor relating to the execution or progress of the work as provided in the construction contract. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by ARCHITECT.

s. The ARCHITECT shall prepare, in versions acceptable to the District, AutoCAD and PDF files of all as-built conditions in concert with item "o" above, at no additional cost.

t. Prior to start of construction, the following two documents are required:

- (i) Contract Information Form DSA-102.
- (ii) Inspector Qualification Record Form DSA-5 should be Submitted 10 days prior to the time of starting construction.

u. The ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

23. PROJECT Close-Out

a. The ARCHITECT shall assure delivery of the following documents described below to the DSA for review prior to issuance of a "Certificate of Completion".

b. During the period the PROJECT is under construction the following documents are required:

- (i) Copies of the Inspector of Record's semi-monthly reports.
- (ii) Copies of the laboratory reports on all tests or laboratory Inspections as returned and done on the PROJECT.

- required:
- c. Upon completion of construction of the PROJECT, the following reports are
- (i) Copy of the Notice of Completion.
 - (ii) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, Structural Engineer, Mechanical Engineer and Electrical Engineer.
 - (iii) Final Verified Report Form DSA-6 certifying all work is 100% Complete from the Contractor or Contractors, Inspector of Record and Special Inspector(s).
 - (iv) Verified Reports of Testing and Inspections as specified on The approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
 - (v) Weighmaster's Certificate (if required by approved drawings And specifications).
 - (vi) Copies of the signature page of all Addenda as approved by DSA.
 - (vii) Copies of the signature pages of all Deferred Approvals as Approved by DSA.
 - (viii) Copies of the signature page of all Change Orders as Approved by DSA.
 - (ix) Verification by the I.O.R. that all items noted on any "Field Trip Notes" have been corrected.

ARTICLE III – ADDITIONAL ARCHITECT'S SERVICES

1. ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of the Construction Documents.

b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of

the ARCHITECT which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.

c. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.

d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors or omissions of ARCHITECT.

e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development where segregation does not arise from ARCHITECT exceeding the estimated budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an extra service subject to prior negotiation and DISTRICT approval.

f. Providing contract administration services after the construction contract time has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that the Contractor, and liquidated damages are collected therefore. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT.

g. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more PROJECT Representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

ARTICLE IV – DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, budget constraints as well as any other criteria provided by the DISTRICT.

2. Prior to the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT, including the construction cost for the PROJECT. The budget shall be based upon the DISTRICT's objectives, schedule, budget constraints and any other criteria that are provided to the ARCHITECT pursuant to Article IV, Paragraph 1 above. The DISTRICT shall approve the budget prepared by the ARCHITECT pursuant to this Paragraph and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.

3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.

ARTICLE V – COST OF CONSTRUCTION

1. During the Schematic Design, Design Development and Construction Document Phases, Construction Cost ("Construction Cost") shall be reconciled against the DISTRICT's Budget for the PROJECT.

2. PROJECT Construction Cost as used in this agreement means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, including work covered by approved change orders and/or alternates approved by the DISTRICT, but excluding the following: Any payments to ARCHITECT or consultants, for costs of inspections, surveys, tests, and landscaping not included in PROJECT.

3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

4. The Construction Costs shall be the acceptable estimate of construction costs of the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

5. Any Budget or fixed limit of construction cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

6. If the lowest bid received exceeds the Budget:

- a. The DISTRICT may give written approval of an increase of such fixed limit;
- b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time.

c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Paragraph 2;

d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages acceptable to the District that will bring the PROJECT within the Budget; or

e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.

7. If the DISTRICT chooses to proceed under Article V, paragraph 6(e), the ARCHITECT, without additional charge, agrees to redesign until the PROJECT is brought within the Budget set forth in this agreement. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed in writing by the DISTRICT. Redesign means redesign of the PROJECT with all its component parts to meet the Budget set forth in this AGREEMENT.

ARTICLE VI – ESTIMATE OF PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

2. The ARCHITECT shall review the estimate at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimate at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.

3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of construction costs at no additional cost.

ARTICLE VII – ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's Consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's Consultant's documents enumerated above for the purposes of additions, alignments or other development on the PROJECT site.

ARTICLE VIII – TERMINATION

1. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of ARCHITECT, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement ARCHITECT costs shall be deducted from payments to the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Paragraph 4 below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been claimed, requested or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this paragraph through 50% completion of the ARCHITECT's portion of the PROJECT and if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

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

ARTICLE IX – AUDIT OF ACCOUNTING RECORDS OF THE ARCHITECT

Architect shall maintain, on a generally recognized accounting basis, auditable books, records, documents, and other evidence pertaining to direct personnel, 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 Architect disagree with any audit conducted by District, Architect 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. Architect shall not be reimbursed by District for such an audit.

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

ARTICLE X – COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT as follows:

1. ARCHITECT change orders fees are paid as approved by the DISTRICT Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated prior to commencing change order work.

2. Payment to the ARCHITECT will be as follows:

Schematic Design: 10% of estimated Architect Fee as set forth on Attachment "B".

Design Development: 15% of estimated Architect Fee as set forth on Attachment "B".

Construction Documents: 40% of estimated Architect Fee, to be paid monthly Based on actual level of completion, as set forth on Attachment "B".

D.S. A. Approval: 5% of estimated Architect fee as set forth on Attachment "B".

Bidding Phase: (Board Approval)	3% of estimated Architect fee as set forth on Attachment "B".
Construction Admin:	25%, of estimated Architect fee, to be paid monthly based on actual level of completion, based on accepted bid.
DSA Closure with Certification:	2% of estimated Architect fee as set forth on Attachment "B".
TOTAL THROUGH RECORDATION OF NOTICE OF COMPLETION	100% of actual Architect Fee based on accepted bid.

3. When ARCHITECT's Fee is based on a percentage of construction cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable to the extent actual services are performed, in accordance with the schedule set forth in Article X, Paragraph 2, based on the Bid Price.

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

5. Expenses incurred by the ARCHITECT and ARCHITECT's employees and Consultants in the interest of the PROJECT shall have prior DISTRICT written approval before they are incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.

ARTICLE XI – REIMBURSABLE EXPENSES

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

a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT, which includes sets of construction documents and all progress prints.

b. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT.

2. Reimbursable expenses are estimated to be \$85,000 (Eighty-Five Thousand Dollars), and this amount shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursement for fees and other expenses, except for construction administration services associated with delay caused solely by the Contractor, shall be made to the ARCHITECT as incurred. Reimbursable expenses shall not include:

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

ARTICLE XII – EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the necessary services of landscape architect, structural, mechanical, electrical, civil and traffic engineers to complete the PROJECT. All consultant services shall be provided at the ARCHITECT's sole expense.

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultant firms proposed for the PROJECT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any Consultants employed by the ARCHITECT under the terms of this AGREEMENT.

3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five (5) years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable, competent person at the DISTRICT's request.

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

ARTICLE XIII – MISCELLANEOUS

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

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

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

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

c. Professional Liability. Liability arising out of, pertaining to, or relating to the professional negligence, recklessness, or willful misconduct of the ARCHITECT, which the ARCHITECT shall indemnify and hold the DISTRICT entirely harmless from and including any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the ARCHITECT, or any person, firm or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the active negligence, or willful misconduct of the DISTRICT.

d. The ARCHITECT, at its 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 account of, or founded upon any cause, damage or injury identified here in Article XIII, Section 2, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

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

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

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

1. Owned, non-owned and hired vehicles;

2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and,
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of ONE MILLION DOLLARS (\$1,000,000) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination, if commercially available.

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

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

f. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII 3 (a)(b)(c)(d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence.

4. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that ARCHITECT and all of ARCHITECT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.

5. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.

6. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

7. This AGREEMENT shall be governed by the laws of the State of California.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

9. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT.

The parties, through their authorized representatives have executed this AGREEMENT as of the day and year written below.

ARCHITECT:

DISTRICT:

WWCOT

Riverside Community College District

By: _____

By: _____

Pamela Tuschner
Principal
4280 Latham Street, Suite H
Riverside, CA 92501

James L. Buisse
Vice Chancellor
Administration and Finance

ATTACHMENT "A"

WWCOT scope of work includes the following:

- Analyze the FPP proposed building plans, sections and elevations, and identify deficiencies and develop solutions to rectify those deficiencies. Areas of concern would be building and fire code issues, programmatic issues and operational issues.
- Review final design program and layout through District and Moreno Valley College representative meetings.
- Modify spaces to accommodate any code or operational changes.
- Analyze and address roof drainage system deficiencies.
- HVAC systems to connect to a central plant.
- Provide landscape design in areas directly adjacent to the building. This includes the concrete pathway to the southwest of the building, the service area to the northeast of the building and area adjacent to the stairs on the northwest of the building. The landscaping of the "Quad" area is not included in this proposal.
- Provide civil engineering design for the building site area. This will include the connections to utilities, finish grading, horizontal control and water agency requirements.
- Provide full compliance with accessibility (ADA) requirements.
- Provide new concepts for the building's exterior façade.
- Apply for LEED Version 3.0 with the USGBC.
- Provide estimated construction cost at the end of schematic design, design development and construction documents phases..

Proposed Consultants for this project are the following:

- Mechanical, Electrical and Plumbing Engineers – TMAD Taylor & Gaines
- Structural Engineering – TMAD Taylor & Gaines
- Cost Management Services – Cumming Corporation
- Civil Engineering – KCT Civil Engineers
- Security Consultant – Security by Design
- IT/AV Consultant – Vantage Technology Consulting Group
- LEED Commissioning Agent – TMAD Taylor & Gaines
- Southern California Edison

Enhanced scope of work includes the following, which is not a part of basic architectural services:

- Provide A/E LEED Documentation during the design phase and the construction phase. Upload all required data to the USGBC on-line.
- Provide LEED Commissioning. Since the building is under 50,000 GSF, the commissioning agent may be a member of the consultant team.
- Landscape Architecture – RHA Landscape Architects
- Provide fire sprinkler system design. The Division of the State Architect (DSA) no longer will accept fire sprinkler design as a deferred approval. DSA is requiring that the design team provide the full fire sprinkler design drawings as part of their submittal. This has traditionally been a cost the contractor has carried in their construction bid.

- Provide security design using card access readers, glass break and motion detectors, cameras and other applicable field devices. Coordinate with hardware consultant all door security devices. Security philosophy is based on the Security Master Plan that was approved by RCCD's Board on December 2006.
- Provide IT and AV consulting services for structured cabling for voice data and video distribution, audiovisual presentation systems, and audio and video teleconferencing.

WWCOT Assumptions:

- RCCD will provide a new geotechnical report for the site.
- RCCD will provide an updated and accurate topographic and boundary survey for the site, in AutoCAD format, locating the existing buildings and neighboring conditions. As changes to the site have been made since the previous design, Architect is requesting RCCD to provide an updated topographic and boundary survey for the site.
- Adequate utilities are available to the existing building to provide service for this project. If such services do not exist, Architect will inform RCCD of the demand needs for the project.
- RCCD will provide Division 0 of the specifications and will prepare the following sections:
 - Notice Inviting Bid
 - Instructions to Bidders
 - Contractor's Proposal
 - Bid Bond
 - Agreement Form
 - Payment Bond
 - Performance Bond
 - Contractor's Certificate Regarding Worker's Compensation
 - General Conditions

WWCOT excluded services include:

- Geotechnical Engineering or Land Surveying Services
- Furniture selection.
- Hazardous Materials reports.
- Preparation of the sampling and/or testing of materials.
- Seismic retrofit studies, design and engineering.
- Water flow tests.
- Presentation quality models.
- Agency entitlement submittals, reviews, meetings and/or approvals.
- Preparation of any California Environmental Quality Act (CEQA) documentation.
- DSA application fees.
- USGBC LEED application fees.
- Design for the expansion of the central plant capacity.

Tentative Project Schedule:

Program Review and Verification	4 weeks
Schematic Design	4 weeks
Design Development	8 weeks
Construction Documents	14 weeks
DSA Review	6 months
Bidding	2 months
Construction	14 months (single phase construction)
DSA Close Out	6 months

ATTACHMENT "B"

ARCHITECT'S FEE SCHEDULE

RIVERSIDE COMMUNITY COLLEGE DISTRICT SLIDING SCALE FOR PROFESSIONAL FEES						
Construction Cost (JCAF 32 Line 4)						\$ 15,383,000
Basic Services:						
Tier	Construction Value		Fee %		Cumulative	Fee
First	\$ 500,000		9.0%		\$ 500,000	\$ 45,000
					\$ 14,883,000	
Next	\$ 500,000		8.5%		\$ 500,000	\$ 42,500
					\$ 14,383,000	
Next	\$ 1,000,000		8.0%		\$ 1,000,000	\$ 80,000
					\$ 13,383,000	
Next	\$ 4,000,000		7.0%		\$ 4,000,000	\$ 280,000
					\$ 9,383,000	
Next	\$ 4,000,000		6.0%		\$ 4,000,000	\$ 240,000
					\$ 5,383,000	
Remaining Balance	\$ 10,000,000		5.0%		\$ 5,383,000	\$ 269,150
Reimbursable Expenses						\$ 75,000
						Subtotal Basic Services:
						\$ 1,031,650
Enhanced Services:						
A&E LEED Documentation						\$ 45,000
LEED Commissioning						\$ 37,000
Fire Sprinkler System Design						\$ 45,000
Security by Design						\$ 42,550
IT/AV Design						\$ 52,000
Landscape Design						\$ 50,000
DLR Group WWCOT						\$ 12,000
Reimbursable Expenses						\$ 10,000
						Subtotal Enhanced Services:
						\$ 293,550
						<i>Total All Services:</i>
						\$ 1,325,200



Construction Management – Multiple Prime
Public Works Agreement

RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

C.W. DRIVER

Construction Management Services

**PHASE – III STUDENT ACADEMIC SERVICES FACILITY
MORENO VALLEY COLLEGE**

CONSTRUCTION MANAGEMENT SERVICES (Phase – III Student Academic Services Facility / Moreno Valley College)

This Construction Management Services Agreement (“Agreement”) is made and entered into this 20th day of October, 2010, 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 Phase – III Student Academic Services Facility located at the Moreno Valley College in the city of 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
George Carlson, Sr. Project Manager
TBD, Assistant Project Manager
TBD, 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 January 01, 2013.

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 Construction Management Services agreement concludes on January 01, 2013.

The Construction Phase consists of the coordination of all activities that are included in the construction of a particular Project. The Construction Manager shall be responsible for coordinating the

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

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

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

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

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

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

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

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

1.3.6 Construction Observation. The Construction Manager shall assist the District's inspector in observing that the materials and equipment being incorporated into the work are handled, stored and installed properly and adequately and are in compliance with the contract documents for the Project. The Construction Manager shall report to the District regarding the status of such activity. The Construction Manager shall endeavor to guard against defects and deficiencies and shall advise the District of any deviations, defects or deficiencies the Construction Manager observes in the work. The Construction Manager's observation duties shall include reasonable diligence to discover work that is not in compliance with the contract documents. These observations shall not, however, cause the Construction Manager to be responsible for those duties and responsibilities which belong to the District's inspector. 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, Division of the State Architect, 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 October 20, 2010 through September 01, 2011 (11-months), and includes the staffing needs for construction services from September 01, 2011 through January 01, 2013 (16-months).

1.4.5 In the event the project experiences any delays caused by unforeseen conditions, schedule delays due to Division of the State Architect 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 "Exhibit C" - Labor Rate Schedule 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.

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 in an amount not to exceed \$640,000 (Six Hundred, Forty Thousand Dollars).

4.1.2 GENERAL CONDITIONS COSTS.

General Conditions as described in Article 5 shall be reimbursed at cost in accordance with Article 5 with the total not to exceed \$1,368,473 (One Million, Three Hundred Sixty Eight Thousand, Four Hundred Seventy Three Dollars), inclusive of \$85,000 (Eighty Five Thousand Dollars) in reimbursable expenses.

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 two and a half percent (2.5%) of the Basic Services Fee thirty-five (35) days after the District files the last Notice of Completion for the Project or at project substantial completion, whichever comes first. The Construction Manager shall not be financially tied to any delay in filing Notice of Completion'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:

(SEE ATTACHED EXHIBIT "C" – Labor Rate Schedule)

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 C.W. Driver Exhibit "B" – Reimbursable Expenses and General Conditions Estimate attached hereto as Exhibit "D" - General Conditions.

In no event shall the General Condition costs exceed the fixed fee of \$1,368,473, unless the project completion date of January 01, 2013, 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" – Reimbursable Expenses is included as parts of this Agreement to further clarify 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 ten percent (10%) overhead and profit.

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 contractors who are directly employed by the District;

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

The Construction Manager at Construction Manger's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy and judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof. 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 insured's (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	January 01, 2013

EXHIBIT "B" - REIMBURSABLE EXPENSES



RCCD / MVC Phase-III Student
 Academic Services Facility

EXHIBIT - B

Prepared: September 01, 2010

Estimated Construction Value:	\$19,398,730
Anticipated Pre-Construction Duration:	11.0 Months
Anticipated Construction Duration:	16.0 Months

Printed: 4/22/09 7:40 AM

Description	A Preconstructi on Phase	B Construction Phase	C Direct Cost of Work	D Reimbursable Expenses (Not in Fee)
OVERHEAD & FEE				
Main Office Overhead	X	X		
Profit	X	X		
PRE-CONSTRUCTION SERVICES:				
Project Executive	X			
Project Manager	X			
Assistant Project Manager	X			
General Supervision	X			
Field Superintendent	X			
Estimating Labor :	X			
Scheduler	X			
Project Clerical	X			
Constructability Reviewer	X			
Bid Document Reproduction				X
Existing Conditions Investigation and Discovery				X
CONSTRUCTION SUPERVISION:				
Project Executive		X		
Project Manager		X		
Assistant Project Manager		X		
Scheduler		X		
General Supervision		X		
Field Superintendent		X		
Assistant Superintendent		X		
Project Clerical		X		
Safety Director		X		
GENERAL CONDITION EXPENSES :				
<u>Duration Based Items:</u>				
Safety Labor			X	



**RCCD / MVC Phase-III Student
 Academic Services Facility**

EXHIBIT - B

Prepared: September 01, 2010

Estimated Construction Value: **\$19,398,730**
 Anticipated Pre-Construction Duration: **11.0 Months**
 Anticipated Construction Duration: **16.0 Months**

Printed: 4/22/09 7:40 AM

Description	A Preconstructi on Phase	B Construction Phase	C Direct Cost of Work	D Reimbursable Expenses (Not in Fee)
First Aid Kits		X		
Safety Supplies & Signs		X		
Construction Photos		X		
Photo Reproduction		X		
Temp Utilities			X	
Temp Electrical Service			X	
Power Lines/Chords			X	
Power Consumption				X
Water Consumption				X
Phone Company Charges		X		
Temp Office Sanitation				X
Temp Chain Link Fences			X	
Pedestrian Canopy			X	
Watchman/ Guard Service				X
Temp Parking				X
Temp Stairs / Ladders			X	
Progressive Clean Up			X	
Trash Removal / Dump			X	
Dust Palliation			X	
Jobsite Office/Storage		X		
Field Office Furnishings		X		
Arch's / IOR Job Office				X
Office Supplies	X	X		
Blueprints & Reproduction				X
Water / Coffee Service		X		
Postage / UPS	X	X		
Nextel Service	X	X		
Fax & Copy Machines	X	X		
Subsistence & Travel		X		
Data Processing		X		
<u>Event Based Items:</u>				
Hard Hats		X		
Mobilize/Demobilize Trailers		X		
Relocate Trailers			X	
Power Pole Hookup			X	
Temp Phone & Intercom		X		
Set Subfeed Panels			X	
Temp Dewatering			X	
Emergency Clean Up			X	



RCCD / MVC Phase-III Student Academic Services Facility

EXHIBIT - B

Prepared: September 01, 2010

Estimated Construction Value: **\$19,398,730**
 Anticipated Pre-Construction Duration: **11.0 Months**
 Anticipated Construction Duration: **16.0 Months**

Printed: 4/22/09 7:40 AM

Description	A Preconstructi on Phase	B Construction Phase	C Direct Cost of Work	D Reimbursable Expenses (Not in Fee)
Flagmen / Traffic Control			X	
Project Signs		X		
Rental Equip & Tools			X	
Computer Systems		X		
Final Clean Up			X	
Other Items				
Payment and Performance Bond			X	
Subcontractor Bonds			X	
Bid Document Reproduction				X
Builder's Risk Insurance				X
Building Permit and Plan Check Fees				X
Contractor's Contingency			X	
Contractor's Liability Insurance			X	
Escalation			X	
Labor Compliance Program				X
Professional Liability Insurance				X
Testing & Inspections				X
Utility Connection and Assessment Fees				X
TOTAL PROPOSAL AMOUNT:			\$19,398,730	

EXHIBIT "C"- LABOR RATES FOR ADD SERVICES



C.W. Driver Contractors
Riverside Community College District
Moreno Valley Campus / Phase-III Student Academic Services Facility
Labor Rate Schedule

Effective October 01, 2010 - January 01, 2013

"CONFIDENTIAL"

EXHIBIT - C

<u>Labor Classification</u>	<u>Rate</u>
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 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.

EXHIBIT “D”

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 College Phase-III Student Academic Services

General Conditions Estimate

Cost Code	Description	Rate	Factor	Months	Total
	PRE-CONSTRUCTION (11-MONTHS)				
	Estimating	\$16,017	25%	11.00	\$44,048
	Project Executive	\$23,840	5%	11.00	\$13,112
	Scheduler	\$16,977	5%	11.00	\$9,338
	Project Manager	\$15,272	15%	11.00	\$25,199
	Assistant Project Manager	\$11,547	15%	11.00	\$19,053
	Project Clerical	\$7,974	5%	11.00	\$4,386
	General Supervision	\$22,843	0%	11.00	\$0.00
	Field Superintendent	\$16,576	10%	11.00	\$18,234
	Constructability Reviewer	\$16,576	10%	11.00	\$18,234
	Sub Total Pre-Construction				\$151,604
	CONSTRUCTION PHASE (14-Months) / LABOR				
	Project Executive	\$23,840	10%	16.00	\$38,144
	Project Manager	\$15,272	100%	16.00	\$244,358
	Assistant Project Manager	\$11,547	100%	16.00	\$184,759
	Scheduler	\$16,977	10%	16.00	\$27,164
	Project Engineer	\$7,500	50%	16.00	\$60,000
	General Supervision	\$22,843	5%	16.00	\$18,275
	Field Superintendent	\$16,576	100%	16.00	\$265,218
	Assistant Superintendent	\$9,990	75%	16.00	\$119,877
	Safety Director	\$14,439	5%	16.00	\$11,551
	Sub Total Construction Labor				\$969,346
	CONSTRUCTION PHASE (14-Months) / MATERIAL				
	General Labor			16.00	In Trades
	Non-Union Labor Benefits			16.00	In Trades
	General Clean Up			16.00	In Trades

	Final Clean Up			16.00	In Trades
	Punch List			16.00	Included
	Safety Measures (First Aid Kits, Safety Supplies, & Signs)	\$350	Per Month	16.00	\$5,600
	Hard Hats	\$560	Lsum	1.00	\$560
	Traffic Control			16.00	In Trades
	Dust Control			16.00	In Trades
	Dewatering/Erosion Control			16.00	In Trades
	Weather Protection			16.00	In Trades
	Temporary Heating			16.00	In Trades
	Trailer Rental & Expenses	\$1,321	Per Month	16.00	\$21,130
	Trailer Mobilization	\$6,500	Lsum	1.00	\$6,500
	Inspector Job Site Trailer	\$400	Per Month	16.00	\$6,400
	Field Office Furniture	\$750	Per Month	16.00	\$12,000
	Trailer Alarm (includes commissioning)	\$0.00	Per Month	16.00	\$0.00
	Caretaker/Security			16.00	By Owner
	Construction Camera			16.00	N/A
	Warehouse			16.00	By Owner
	Signs & Bulletin Boards	\$3,000	Lsum	1.00	\$3,000
	Temp Power Poles & Connection			16.00	In Trades
	Toilets (Trailer Holding Tank)	\$800	Per Month	16.00	\$12,800
	Trash Bins	\$450	Per Month	16.00	\$7,200
	Storage Bins	\$2,000	Lsum	16.00	\$2,000

	Fencing			16.00	In Trades
	Temp Lighting			16.00	In Trades
	Extend Temp Utilities			16.00	In Trades
	Management Fuel			16.00	Included
	Supervision Fuel			16.00	Included
	Equipment Fuel			16.00	In Trades
	Small Tools/Equipment Repair			16.00	In Trades
	Equipment Rental			16.00	
	Computer Software	\$2,000	Lsum	16.00	\$2,000
	Management Vehicle		Per Month	16.00	\$0.00
	Supervision Vehicle	\$750	Per Month	16.00	\$12,000
	Blueprints/Plan (does not include bid printing)			16.00	By Owner
	Photos/Film/Video	\$0.00	Per Month	16.00	\$0.00
	Surveying			16.00	In Trades
	C.P.M. Schedule			16.00	In GC Labor
	Material Testing			16.00	By Owner
	Special Inspections – Roofing			16.00	By Owner
	Phone Company Charges	\$750	Per Month	16.00	\$12,000
	Job Site Telephone System	\$3,500	Lsum	1.00	\$3,500
	Pay Phones				N/A
	Cellular Phones	\$380	Per Month	16.00	\$6,080
	Water			16.00	By Owner

	Hydrant Meters & Backflow Device			16.00	In Trades
	Power			16.00	By Owner
	Office Equipment	\$550	Per Month	16.00	\$8,800
	Office Supplies	\$350	Per Month	16.00	\$5,600
	Office Cleaning			16.00	Included
	Drinking Water	\$200	Per Month	16.00	\$3,200
	Postage/Shipping	\$400	Per Month	16.00	\$6,400
	Meetings			16.00	N/A
	Promotion Expenses			16.00	N/A
	Airfare/Travel Expenses			16.00	N/A
	Lodging			16.00	N/A
	Meals			16.00	N/A
	Rental Car			16.00	N/A
	Apartment Costs			16.00	N/A
	Project Expeditor	\$1,505	Lsum	1.00	\$1,505
	Data Processing	\$1,516	Per Month	16.00	\$24,248
	Permits/Fees/Licenses			16.00	By Owner
	Bond			16.00	By Owner
	Liability Insurance			16.00	Included
	Course of Construction Insurance			16.00	Included
	Sub Total Construction Material				\$162,523
	Reimbursable Expenses	\$85,000	Lsum	1.0	\$85,000
	Blueprints and Reproduction			16.00	By Owner
	Builders Risk Insurance			16.00	By Owner
	Labor Compliance Program			16.00	By Owner
	Professional Liability Insurance			16.00	By Owner
	Testing and Inspections			16.00	By Owner
	Utility Connection and Assessment Fees			16.00	By Owner
	Sub Total Reimbursable				\$85,000

Total General Conditions: \$1,368,473

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-C-2

Date: October 19, 2010

Subject: Moreno Valley College Nursing Portables – Budget Augmentation with Silver Creek Industries, Inc.

Background: On August 17, 2010, the Board of Trustees approved the estimated budget of \$1,300,694 for the Moreno Valley College Nursing Portables project. The project consists of relocating the existing nursing students and associated operations from the March Education Center to the Moreno Valley College. Also approved by the Board of Trustees was the relocation of furniture and equipment, and purchase and placement of four (4) portable classroom facilities. The purchase of the portable classroom facilities was authorized as a piggy-back contract with San Gabriel Unified School District and Silver Creek Industries, Inc. (bid number 16-04/05) in the amount of \$213,502. By using the piggyback contract the District is guaranteed a maximum price, lower project costs and faster project completion.

Now after further review of the Moreno Valley College Nursing Portables project, staff requests the Board of Trustees approve a budget augmentation, increasing the ‘portable buildings’ budget line item by \$49,913.33 to a total amount of \$263,415.33. The budget increase is requested to capitalize on unique academic adjustments necessary to accommodate the Nursing Program that can be made via use of the piggy-back alternatives and minor changes in the project’s scope of work.

To be funded by the Board approved project budget contingency, District-Reserve Measure “C” funds (Resources 4160).

Recommended Action: It is recommended that the Board of Trustees approve the budget augmentation for purchase of the portable classroom facilities with Silver Creek Industries, Inc. for the Moreno Valley College Nursing Portables project in the total amount of \$263,415.33, increasing by \$49,913.33, using the Board approved project budget contingency, District-Reserve Measure “C” funds.

Gregory W. Gray
Chancellor

Prepared by: Monte Perez, President
Moreno Valley College

Claude Martinez, Interim Vice President, Business Services
Moreno Valley College

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

Bart L. Doering, Capital Program Administrator
Facilities Planning, Design and Construction

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-C-3

Date: October 19, 2009

Subject: 2010-2011 Budget – Public Hearing and Budget Adoption

Background: Attached for the Board's review is a copy of the proposed final budget for the 2010-2011 fiscal year. The Board of Trustees will consider any comments or questions that may arise during the public hearing on the College District's 2010-2011 Budget at the October 19, 2010, meeting and will then consider adoption of the Budget. The 2011-2012 Budget proposal was previously discussed by the Board's Resources Committee.

Recommended Action: It is recommended that the Board of Trustees adopt the attached 2010-2011 Budget for the Riverside Community College District.

Gregory W. Gray
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
2010-2011 BUDGET



Board of Trustees Resources Committee Meeting
October 5, 2010

FISCAL YEAR 2010-11



THEREAFTER



STATE BUDGET OUTLOOK

- \$19 billion deficit
- \$7.5 billion in cuts, \$4.5 billion less than the Governor's proposal
- \$1.2 billion by selling 11 state office properties
- \$1.4 billion – suspension of a corporate tax deduction
- \$5.0 billion in federal funding, \$1.6 more than previously projected
- \$1.4 billion more in State revenues
- Vote on October 7?

Budget Conference Committee Status

Major Community College Items

	Governor	Senate	Assembly	Conference
Cost of Living Adjustment	-0.39% (-\$23 million)	no cut	no cut	no cut
Enrollment Growth	2.21%*	2.21%*	2.25%*	2.21%*
Part-Time Faculty Comp.	-\$10 million	no cut	no cut	no cut
EOPS	-\$10 million	no cut	no cut	no cut
Backfill ARRA money that supported categorical in 2009-10	not proposed	not proposed	\$35 million	\$35 million

Major Community College Items (continued)

	Governor	Senate	Assembly	Conference
Career Technical Education	\$20 million	no increase	no increase	no increase
Basic Skill Initiative Language	no new language	redistribute 20% of money among districts based on basic skills success	no language	compromise budget bill language to require study of performance based funding model for basic skills program
Student Financial Aid Administration	no language	redistribute money based on Pell Grant (rather than BOG awards)	no language	no language

Major Community College Items (continued)

	Governor	Senate	Assembly	Conference
Cal WORKs	make money flexible, conforming to CalWORKs elimination proposal	same as 2009-10	same as 2009-10	same as 2009-10
Economic/ Workforce Development	same as 2009-10	same as 2009-10	+\$100 million	+\$25 million**

* \$126 million, except “Assembly” which was \$128.3 million.

** These funds would be “available for the Economic and Workforce Development Program for the purpose of maintaining existing and creating new workforce training programs. The Chancellor’s Office shall allocate funds on a competitive basis to districts demonstrating an ability to offer workforce training in green technology, nursing, allied health and other industry sectors in demand of skilled workers.”

THE RCCD BUDGET

I. The budget problem

- \$11.4 million for FY 2010-11
- \$27.9 million over two years, FY '09-'11

THE RCCD BUDGET (continued)

II. FY 2010-11 Strategies

<u>Strategy</u>	<u>Estimated Savings</u>
Assume Conference Committee Proposal	n/a
Categoricals	.60
Net Workload Reduction:	.92
Golden Handshake/Hiring Freeze	3.39
Positive Budget Variance ('09-10 Carryovers)	2.80
Growth Funding (Contingent)	2.62
Subsidies	.57
Restoration of Negative COLA	<u>.50</u>
TOTAL, Budget Strategies	11.40

Fund 100, Resource 100–Unrestricted General Operating

2010-2011 FINAL BUDGET

INCOME

Unaudited Beginning Balance, July 1					\$ 11,172,448
Federal Income				\$ 219,332	
State Income				99,943,326	
Local Income				40,430,090	
Other Income				763,952	
Interfund Transfers				<u>3,390,000</u>	
	Total Income				<u>144,746,700</u>
Total Available Funds (TAF)					<u>\$ 155,919,148</u>

Fund 100, Resource 100–Unrestricted General Operating (Continued)

<u>EXPENDITURES</u>				
<u>Object Code</u>				
1000	Academic Salaries			\$ 64,566,885
2000	Classified Salaries			32,118,327
3000	Employee Benefits			29,367,497
4000	Books and Supplies			2,313,618
5000	Services and Operating Expenses			15,777,951
6000	Capital Outlay			840,552
7300	Interfund Transfers			250,000
8999	Intrafund Transfers			<u>1,955,262</u>
	Total Expenditures			147,190,092

Fund 100, Resource 100–Unrestricted General Operating (Continued)

<u>EXPENDITURES</u>				
<u>Object Code</u>				
7900	* Contingency / Reserves			8,729,056
	Total Resource 1000 including			
	Contingency / Reserves			<u>\$ 155,919,148</u>

* The Resource 1000 5% Contingency was calculated in accordance with Board Policy 7080, by taking into account the TAF for all Resources comprising Unrestricted Fund 11 (1000, 1080, 1090, 1110, 1117) and factoring in the deficits for Resource 1080 and 1090.

FTES ENROLLMENTS

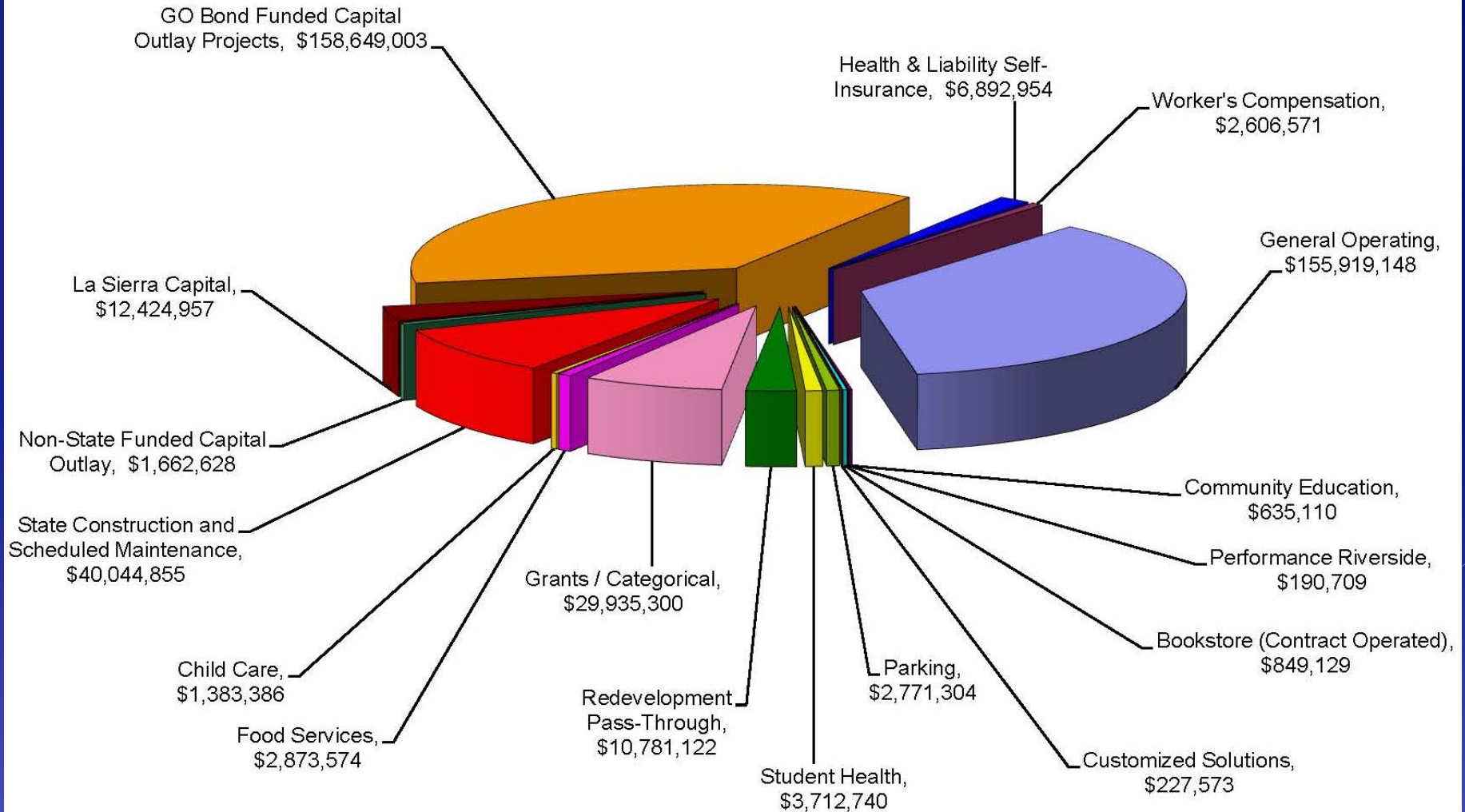
	Actual 2005-06	Actual 2006-07	Actual 2007-08	Actual 2008-09	Projected 2009-10*	Projected 2010-11
<u>Total FTES</u>	26,788.53	24,403.97	27,528.91	31,712.25	31,696.17	29,675.05
Resident	26,323.25	23,967.48	27,011.29	31,111.39	31,185.04	29,163.92
Nonresident	465.28	436.49	517.62	600.86	511.13	511.13
<u>Resident FTES</u>						
Credit	26,202.62	23,844.65	26,809.50	30,813.30	30,960.73	28,939.61
Noncredit	120.63	122.83	201.79	298.09	224.31	224.31
<u>Nonresident FTES</u>						
Credit	460.83	436.49	517.62	600.86	510.66	510.66
Noncredit	4.45	-	-	-	0.47	0.47

FTES ENROLLMENTS (Continued)

	Actual 2005-06	Actual 2006-07	Actual 2007-08	Actual 2008-09	Projected 2009-10*	Projected 2010-11
Basic Skills	1,948.88	2,085.43	2,133.83	2,560.82	2,410.11	2,463.37
State-Funded FTES						
Resident Credit	26,202.62	23,844.65	26,609.74	26,061.40	26,051.31	26,624.44
Resident Noncredit	120.63	122.83	196.47	194.01	194.31	198.58
Basic Skills	-	-	-	-	-	-

* The Project FTES numbers for FY 2009-2010 are based on reported amounts at P3. Final 2009-2010 Apportionment Attendance Report revisions are due to the State Chancellor's Office at the end of October 2010. As a result, there could be a slight change to these data based on revisions within the CCC System. If so, then these changes will be reported in the First Principal Apportionment (P1) report which will be issued in February 2012.

Fund Schematic – Total Available Funds 2010-2011 Proposed Budget



LOOKING AHEAD

- National Economy ... not especially bright – 7-10 year time horizon?
- State Budget – Structural Imbalance ... to 2015.
- Mid-Year Budget Actions?
- Property Tax Revenues?
- Pension Plans ... and other benefit costs
- COLA and budget erosion
- More cuts possible, if not likely, over next 3-4 years.
- Pent up demand ... equipment replacement, operating budgets, compensation

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: III-D-1

Date: October 19, 2010

Subject: Revised and New Board Policies – First Reading

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

Human Resources

BP 7250 – Educational Administrators – This is a new Policy for the District.

BP 7368 – Discipline and Dismissal – Management, Supervisory and Confidential Employees – This is a new Policy for the District.

Recommended Action: It is recommended that the Board of Trustees accept for first reading Board Policies 7250 and 7368.

Gregory W. Gray
Chancellor

Prepared by: Ruth W. Adams, Esq.
General Counsel

BP 7250 EDUCATIONAL ADMINISTRATORS (Retreat Rights)

References:

Education Code Sections 72411 et seq., 87002(b), 87454 and 87457-87460;
California Code of Regulations, Title 5, Sections 53420 and 53430
Government Code Sections 3540.1(g) and (m);
Wong v. Ohlone College (2006), 137 Cal.App.4th 1379, 40 Cal.Rptr.3d 923.

An administrator is a person employed by the Board of Trustees in a supervisory or management position as defined in Government Code Sections 3540 et seq.

Educational administrators are those who exercise direct responsibility for supervising the operation of or formulating policy regarding the instructional or student services programs of the District.

Educational administrators shall be in possession of the following minimum qualifications for service:

- 1. Possession of a master's degree; and***
- 2. One year of formal training, internship, or leadership experience reasonably related to the administrator's administrative assignment; and***
- 3. Minimum qualifications in a Faculty Subject Area (FSA) at the time of hire.***

Educational administrators shall be compensated in the manner provided for by the appointment or contract of employment. Compensation shall be set by the Board of Trustees upon recommendation by the Chancellor. Educational Administrators shall further be entitled to health and welfare benefits made available by action of the Board of Trustees upon recommendation by the Chancellor.

Educational administrators shall be entitled to vacation leave, sick leave, and other leaves as provided by law, these policies, and administrative procedures adopted by the Chancellor.

EDUCATIONAL ADMINISTRATOR ACADEMIC RETREAT RIGHTS

I. Tenured Educational Administrators

In accordance with Education Code Section 87454, an educational administrator whose administrative assignment is terminated and who has acquired faculty tenure within the District shall have the right to be reassigned to a regular faculty position, provided the reason for the termination of the administrative assignment is other than dismissal for cause pursuant to Education Code Section 87732 and in accordance with the following provisions:

- 1. The administrator will retain the seniority rights within the district obtained at the time the administrator was moved from the faculty to the administration.***
- 2. The administrator's original established service area or the service area in which the administrator did the majority of his or her teaching while a faculty member will be used to determine discipline placement.***
- 3. The administrator will not replace a regular (tenured) faculty member in the affected discipline unless the cause for reassignment is a reduction in force.***

For situations other than a lay-off or non-renewal of contract, the administrator shall make a formal request for a faculty position to the Chancellor. The Chancellor will notify the District Academic Senate President and the College President of the request. The District Academic Senate President will notify members of the affected discipline and the academic senate at the affected College of the request. The members of the affected discipline, College academic senate and College president may provide their recommendations regarding placement to the Chancellor for his consideration.

In situations regarding a lay-off or non-renewal of contract (other than for cause), Section 87454 of the Education Code shall apply.

II. Non-tenured Educational Administrators

An educational administrator whose administrative assignment is terminated and who does not have faculty tenure within the District shall have the right to become a first-year probationary faculty position, provided the reason for the termination of the administrative assignment is other than dismissal for cause pursuant to Education Code Section 87732 and in accordance with the following provisions:

- 1. The administrator meets minimum qualifications for the requested faculty position, as specified in the list of disciplines as adopted by the Board of Governors of the California Community Colleges, and other such qualifications as may be required in accordance with the collective***

bargaining agreement between the District and the District Faculty Association.

- 2. The management employee has completed at least two years of satisfactory service within the District, including any prior service as a tenure-track faculty member.***
- 3. The administrator was hired by the District on or after July 1, 1990.***
- 4. The administrator is not replacing a regular (tenured) faculty member or a contract (tenure-track) faculty member.***
- 5. A position for the retreating administrator must be available within the District. This position shall have been properly created by the strategic planning committee and will have been appropriately allocated, budgeted, vetted and prioritized.***

The administrator shall present a formal request for a faculty position to the Chancellor who will notify the District Academic Senate President and the College President. Upon receiving a request for academic retreat rights, the District Academic Senate President shall notify the Academic Senate President of the affected College and all members of the affected discipline. The Academic Senate President will work with the discipline to form a certification committee consisting of three (3) discipline members and the department chair serving as an ex officio (non-voting) member of the committee. If and only if the department chair is also a member of the discipline, then the committee will consist of three members (the two discipline members and the department chair). If the discipline does not have sufficient members to form a committee of this size, the District Academic Senate President shall recruit members from a closely related discipline. The Committee will make its recommendation to the Chancellor within 14 days.

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

Date Adopted:

Human Resources
DRAFT

BP 7368 ***DISCIPLINE AND DISMISSAL – MANAGEMENT,
SUPERVISORY AND CONFIDENTIAL EMPLOYEES***

Reference:

Education Code Section 88013
Government Code Sections 3300 et seq.

The Chancellor shall enact procedures for the disciplinary proceedings applicable to permanent management, supervisory and confidential employees of the District. Such procedures shall conform to the requirements of the Education Code. The Board's determination of the sufficiency of the cause for disciplinary action of a management, supervisory or confidential employee shall be conclusive.

Date Adopted:

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No. III-E-1

Date: October 19, 2010

Subject: Amendments to Consulting Services for the Office of Facilities Planning, Design and Construction

Background: On October 20, 2009, the Board of Trustees approved consulting services agreements, using District Measure C funds, with two consultants; Facilities Planning and Consulting Services (FPCS) in the amount of \$24,000 and Facilities Planning and Program Services, Inc. in the amount of \$76,000. On April 20, 2010, the Board of Trustees approved Amendment No. 1 in the amount of \$30,000 with FPCS for additional supplemental services for the District's three Colleges.

Staff now requests approval of Amendment No. 2 with Facilities Planning and Consulting Services in an amount not to exceed \$75,000. The FPCS consultant will assist the District through the next fiscal year and will assist in processing of the District's Space Inventory, Five-Year Scheduled Maintenance Plan, Scheduled Maintenance Project Funding Proposals (PFP), Hazardous Substance PFP's, training of District personnel, attend planning meetings as requested by the District, and all other compliance requirements for the California Community Colleges Chancellor's Office. The Facilities Planning and Consulting Services agreement totals \$129,000 including Amendment No. 1, Amendment No. 2 and reimbursable expenses.

Additionally, staff requests approval of Amendment No. 1 with Facilities Planning and Program Services, Inc. (FPPS) consultant in an amount not to exceed \$130,000. The FPPS consultant will assist the District through the next fiscal year and will assist in developing District-wide construction standards; provide input and recommendations for best practices and offer assistance to the architects in planning and coordination of final documents presented to the College Facilities, District and Board of Trustees; assist in information coordination of the District's Space Inventory and Five-Year Scheduled Maintenance Program; and complete additional work as assigned by the Chancellor and/or Associate Vice Chancellor of Facilities Planning, Design and Construction. The Facilities Planning and Program Services, Inc. agreement totals \$206,000, including Amendment No. 1 and reimbursable expenses.

Amendments are attached for the Board's review and consideration. To be funded by District Measure C Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the proposed consulting services Amendments with Facilities Planning and Consulting Services in an amount not to exceed \$75,000 and Facilities Planning and Program Services, Inc. in an amount not to exceed \$130,000; approve the use of District Measure C funds; and authorize the Vice Chancellor, Administration and Finance, to sign the amendments.

Gregory W. Gray
Chancellor

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

SECOND (2) AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
FACILITIES PLANNING AND CONSULTING SERVICES
*(Consulting Services for the
Office of Facilities Planning, Design and Construction)*

This document amends the original agreement and Amendment No. 1 between the Riverside Community College District and Facilities Planning and Consulting Services, which was approved by the Board of Trustees on October 20, 2009 and April 20, 2010.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$75,000, including reimbursable expenses. Facilities Planning and Consulting Services' agreement, including amendments and reimbursable expenses, now totals \$129,000. The term of this agreement shall be from the original agreement date of October 21, 2009, to the estimated completion date of June 30, 2011. Payments and final payment shall coincide with original agreement.
- II. The 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 (2) as of the date written below.

FACILITIES PLANNING AND CONSULTING
SERVICES

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____
Eric Mittlestead
CEO
352 Atwood Drive
Exeter, CA 93221

By: _____
James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Scope of Services:

- On an as needed basis, Consultant will consult and assist District staff in the preparation of the Five Year Capital Outlay Plan and make recommendations for potential future projects as directed by District.
- Consultant will review and comment on proposed Initial Project Proposals (IPP's) and Final Project Proposals (FPP's) when requested by District.
- The Consultant will assist the District in the creation of the annual Space Inventory as requested by the District.
- Consultant will assist the District in the creation of the Five Year Scheduled Maintenance Plan, Scheduled Maintenance Project Funding Proposals (PFP's) and Hazardous Substance PFP's as requested and directed by District.
- Consultant will conduct training for District personnel and attend District planning meetings as requested by the District.
- Consultant will also assist District with any and all other construction compliance requirements of the California State Chancellors Office as directed and requested by the District.

Compensation:

The fees for consultant services shall be computed on the basis of the following:

\$140 per hour for planning and consulting services provided on or off District property. This agreement shall not exceed \$75,000 without prior written authorization from the District.

Allowable Reimbursable Expenses:

Reimbursable expenses will be billed at Consultant's cost and include, but are not limited to travel expenses, hotel expenses, printing costs, postage, mailing/shipping, presentation materials and postage.

FIRST (1) AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
FACILITIES PLANNING AND PROGRAM SERVICES, INC.
*(Consulting Services for the
Office of Facilities Planning, Design and Construction)*

This document amends the original agreement between the Riverside Community College District and Facilities Planning and Program Services, Inc., which was approved by the Board of Trustees on October 20, 2009.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$130,000, including reimbursable expenses. Facilities Planning and Program Services' agreement, including amendment and reimbursable expenses, now totals \$206,000. The term of this agreement shall be from the original agreement date of October 21, 2009, to the estimated completion date of June 30, 2011. Payments and final payment shall coincide with original agreement.
- II. The 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 (1) as of the date written below.

FACILITIES PLANNING AND PROGRAM
SERVICES, INC.

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____
Ron Beeler
CEO
22607 La Palma Ave. Ste. 407
Yorba Linda, CA 92887

By: _____
James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I



Scope of Services:

Facilities Planning and Program Services, Inc. (FPPS) includes an additional scope of work that includes:

- Assist the District in developing District-wide construction standards
- Coordinate College and District meetings
- Provide input and recommendation into best practices and offer assistance to the District Architect in planning and coordination of the final documents to be presented to District/ College facilities staff, Administration and Board of Trustees.
- Assist District, College staff, and Facilities Planning and Consulting Services consultant in coordination of updating the District-wide Space Inventory and Five Year Scheduled Maintenance Program
 - Consist of coordination with all District sites and bundling the information for input into the State Planning System (FUSION).
- Act as an extension of the District's Facilities staff and provide additional as assigned , on an as needed basis, by the Associate Vice Chancellor of Design & Construction.

FPPS will provide additional support staff for the above effort on a time and material basis per the hourly rates and titles as described below:

Project Manager (Ron Beeler)	\$150.00/Hr
Project Leader (Cora Baldovino)	\$ 95.00/Hr
Technical Support Staff (Natassia Melendrez)	\$ 70.00/Hr
Administrative Support Staff (TBD)	\$ 60.00/Hr

(Note: Project Leader for this effort is an independent contractor to FPPS.)

The estimated hours for the above effort will be approximately 30 hours per month for the Project Manager and 100 Hours per Month for the Project Leader. It is understood between the District and FPPS that the hours for each title can be flexible on any given month as long as the overall contract dollar amounts are not exceeded for the contract period.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: III-E-2

Date: October 19, 2010

Subject: Riverside Aquatics Complex – Change Order No. 2 with Crew, Inc.

Background: On December 15, 2009, the Board of Trustees adopted the Riverside Aquatics Complex – Excavation Resolution No. 17-09/10 authorizing the additional grading and earthwork required for the project due to the conditions encountered during the excavation. On April 20, 2010, the Board of Trustees ratified Change Order No. 1 with Crew, Inc. in the amount of \$57,058 for removal of the concealed debris, moderately saturated soil and the special disposal methods not otherwise anticipated prior to the bid time, bringing their total contract amount to \$175,058. With Crew, Inc change order total exceeding the ten percent (10%) contingency amount (\$11,800), the Board previously ratified the exceeding contingency amount of \$45,258, funded by the project budget contingency.

Recently, Inland Foundation Engineering, Inc. (project geotechnical engineer), performed the necessary sampling, testing and evaluation for the pavement section design of the Riverside Aquatics Complex project. The geotechnical engineer recommended a section of the pavement/base be larger than that specified due to poor soil conditions, requiring more excavation than originally bid. With the engineer's recommendation, the increased thickness affects the work to be performed by Crew, Inc. to prepare for paving. Staff now requests approval of Change Order No. 2 with Crew Inc. in the amount of \$6,470.24 for the increase of excavation within the pavement section. With the Board's approval, Crew, Inc.'s contract would total \$181,528.24, now exceeding the contingency allowable amount by \$51,728.24, but still well within the limits of the project's contingency amount. A description of change order work is noted in the attached Change Order Summary.

To be funded by project budget contingency; jointly funded by Riverside Community College District's Measure C Funds (Resources 4160), the City of Riverside, the County of Riverside and private contributions.

Recommended Action: It is recommended that the Board of Trustees approve Change Order No. 2 with Crew, Inc. for the Riverside Aquatics Complex project in the amount of \$6,470.24; approve the exceeded contractor contingency amount totaling \$51,728.24 with Crew, Inc., using the project budget contingency funds; and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Order.

Gregory W. Gray
Chancellor

Prepared by: Tom Harris, Acting President, Riverside City College

Norm Godin, Vice President Business Services, Riverside City College

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

Michael J. Stephens, Capital Program Administrator
Facilities Planning, Design and Construction

Riverside Community College District
Facilities, Planning, Design and Construction
Riverside Aquatics Complex

CHANGE ORDER SUMMARY

Change Order: 2
Contractor: Crew, Inc.

<i>Contract Amount:</i>	\$ 118,000.00
<i>Change Order No. 1 Amount:</i>	\$ 57,058.00
<i>Change Order No. 2 Amount:</i>	\$ 6,470.24
<i>Revised Contract Sum:</i>	<u>\$ 181,528.24</u>
<i>Original Contract Contingency:</i>	\$ 11,800.00
<i>Remaining Contract Contingency:</i>	\$ -51,728.24

Change Order Description:

Geotechnical Engineer issued a structural street design report defining a pavement section of 3" asphalt over 10" base, which is unusually thick and not originally identified in the bid package. \$6,470.24

Requested by: Geotechnical Engineer/District

Accountability: Unforeseen soil conditions

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: III-E-3

Date: October 19, 2010

Subject: Owner Controlled Insurance Program

Background: When contractors bid on construction projects within the District they are required to have sufficient insurance coverage and bonding to guarantee the successful completion of the project. Insurance is purchased to cover a variety of potential losses, including general liability, design errors and omissions and workers' compensation. The cost for insurance coverage and bonding is part of the contractors' administrative costs and is ultimately included as part of the bid.

With an Owner Controlled Insurance Program (OCIP) the project owner would provide various insurance coverages to contractors and subcontractors which will remove the direct cost of insurance from bids placing it into a pooled account. Types of insurance coverage most commonly included in an OCIP are workers' compensation, employers' liability, commercial general liability, and excess/umbrella liability. An OCIP can (not always) include builder's risk, professional liability for design professionals, and environmental liability insurance coverage. Typically an OCIP is used on very large construction projects (exceeding \$50,000,000) and involve many contractors and subcontractors. Although OCIP is becoming a standard feature in the construction industry, the actual practice is more complicated and documents must be carefully reviewed and considered by the owner for each project. The advantages and disadvantages of OCIP are attached for review.

Information Only.

Gregory W. Gray
Chancellor

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

OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

Advantages:

- Insurers and brokers assert that an owner can save from 0.5 to 2 percent of total construction costs by eliminating contractor mark-up on insurance costs and ability to obtain insurance at a lower cost than contractors/subcontractors.
- Owner can provide increased coverage limits and possible excess coverage.
- Implementation of a uniform risk management program may improve safety, increase loss control and have more efficient claim handling.
- Substantial reduction in the amount of time required for obtaining certificates of insurance from contractors.
- Meeting insurance requirements no longer an obstacle for contractors bidding work.

Disadvantages:

- Cost savings not fully realized since additional administrative burden can require a substantial level of effort if not managed competently by the owner's OCIP administrator. Savings will also vary by geographic area, contractor size, and type of project.
- Throughout implementation and administration there is an impact on the owners operations because a number of departmental resources (e.g. legal, human resources, accounting, finance, purchasing, facilities planning, design and construction, safety and risk management) are affected.
- An additional accounting effort may be required for extracting insurance costs from contractor and subcontractor bids and change orders.
- Insurance premium/loss risk is shifted from the contractor/subcontractor to the owner. Owner exposed to the risk of premium increases if labor costs and loss experiences exceed estimates.
- May be more difficult to manage the performance of contractors/subcontractors that have insurance-related claims. Work may be slowed or stopped until claim is settled and making it more difficult for the owner to enforce contractual obligations.

Disadvantages (continued):

- Additional monitoring effort is required by the administrator to ensure that claims from a contractor's employees injured on other projects are not charged to the OCIP.
- May discourage potential bidders since contractors/subcontractors may have concerns about unfair calculations of credits for insurance costs during the bid deduct process, about uncompensated overhead resulting from new administrative responsibilities and loss of mark-up on insurance costs.
- Generally does not include surety bonds.
- Material suppliers are typically not covered.
- Furnish & installation subcontractors that supply materials, but subcontract out installation may not be covered.
- Commercial auto liability coverage is usually excluded due to the difficulty of controlling/verifying losses if included could potentially negatively impact savings.
- Contractors pass "loss of volume" discounts on to District in the form of increased bid costs.