

RIVERSIDE COMMUNITY COLLEGE DISTRICT
Board of Trustees – Regular Meeting -
Board of Trustees Governance Committee, Teaching and Learning Committee,
Planning and Operations Committee, Facilities Committee, Resources Committee
February 8, 2011 – 6:00 p.m.
Board Room AD122, O. W. Noble Administrative Center, Riverside City College
4800 Magnolia Avenue, Riverside, California

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

1. Special Presentation – “Update on Federal Activities for 2011-2012” – Mr. Dave Kennett, Capital Alliance Consulting, LLC

B. Recognition of Former Citizens’ Bond Oversight Committee Member

- Recommend Board of Trustees to recognize the service as student representative of former Citizens’ Bond Oversight Committee member and chair Israel Landa.

Recommended Action: Officially Recognize Former Citizen’s Bond Oversight Committee Member

C. Appointment of Individuals to the Measure C Citizens’ Bond Oversight Committee

- Recommend consideration of the applications submitted by individuals interested in serving on the committee for appointments in three vacant categories for initial two-year terms of service.

Recommended Action: Appoint Three Individuals to the Citizens’ Bond Oversight Committee

- D. Moreno Valley College Dental Education Center – Design Services Agreement with HMC Architects and Construction Management Agreement with Rudolph and Sletten, Inc.
- Recommend approving to supersede the second agreement with HMC Architects dated June 17, 2009 and approving Agreement No. 3 with same for design services; approving to use Construction Management Multiple Prime contracting; and approving the agreement with Rudolph and Sletten, Inc. for construction management services for the Moreno Valley College Dental Education Center.
Recommended Action: Request for Approval

III. Board Committee Reports

A. Governance Committee

1. Revised and New Board Policies – First Reading
- Committee to review Board Policies 6150, 6250, 6320 and 6400.
Recommended Action: To be Determined

B. Teaching and Learning Committee

1. Divided We Fail at RCCD
- Committee to review a study regarding completion (certificates, degrees, and transfers) and the “milestones” that influence completions.
Information Only

C. Planning and Operations Committee

1. Moreno Valley College Dental Education Center – Mitigated Negative Declaration
- Committee to consider that staff have concluded that the project, with mitigation measures incorporated, will have no significant adverse effect on the environment and are presenting the declaration and recommended action.
Recommended Action: To be Determined
2. Final Project Proposal Design Services Agreements for Moreno Valley College and Riverside City College for State Capital Outlay Funding
- Committee to review requests for approval of two Final Project Proposals (FPP) with HMC Architects for the Library Learning Center located at Moreno Valley College and the Student Services and Workforce Development Building project located at Riverside City College. Additionally, due to three of four FPP’s submitted September 1, 2010 were not State approved: Moreno Valley College Center for Human Performance, RCC Cosmetology Building and RCC Life Science/Physical Science Reconstruction, staff requests approval of design services agreement with Steinberg Architects and HMC Architects for these three projects.
Recommended Action: To be Determined

D. Facilities Committee

1. Riverside City College Facilities Master Plan Update – Professional Services Agreement with MDA Johnson Favaro
- Committee to consider an agreement for professional services for the Riverside City College Facilities Master Plan Update.
Recommended Action: To be Determined

E. Resources Committee

1. Norco College Secondary Effects Project – Inspection and Testing Services Agreements with Inland Inspections and Consulting and River City Testing
- Committee to review project inspection and testing services agreements.
Recommended Action: To be Determined
2. Emergency Repairs and Replacement Associated with December 2010 Flood Damage at Riverside Community College District Facilities – Resolution No. 32-10/11
- Committee to consider a resolution declaring an emergency exists requiring entering into contracts for the performance of labor and furnishing of materials and supplies without advertising for or inviting bids for repair, replacement and clean-up of flood damage at Riverside City College, the Alumni House, Norco College, Moreno Valley College and the Riverside Community College District Office of Economic Development in Corona, and a funding request for the emergency repairs and replacement from Resource 6100 – Self Insurance Liability and Health.
Recommended Action: To be Determined

IV. Closed Session

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

Recommended Action: To be Determined

V. Adjournment

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S REPORTS

Report No.: II-B

DATE: February 8, 2011

Subject: Recognition of Former Citizens' Bond Oversight Committee Member

Background: RCCD Measure C Citizens' Bond Oversight Committee members are eligible to serve two, 2-year terms. Upon completion of their term(s) it is appropriate for the Board of Trustees to officially recognize the contributions and stewardship of these committee members. Through their efforts, the Board of Trustees and the public is assured that public monies approved by voters through the general obligation bond measure in 2004 are spent in accordance with Proposition 39 and the ballot measure.

In December 2010, committee member and chair Israel Landa completed his term of service on the Citizens' Bond Oversight Committee. Mr. Landa served as the student representative on the Committee over a period of three years. Mr. Landa graduated from Riverside City College in June 2010 and is now a student at UC Riverside. CBOC bylaws stipulate that student representatives may serve for only an additional six (6) months following graduation from an RCCD college.

Recommended Action: It is recommended that the Board of Trustees officially recognize Mr. Landa for his service to the public and to the Riverside Community College District as a member of the RCCD Measure C Citizens' Bond Oversight Committee.

Gregory W. Gray
Chancellor

Prepared by: Jim Parsons
Associate Vice Chancellor
Strategic Communications and Relations
(Staff to Citizens' Bond Oversight Committee)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S REPORTS

Report No.: II-C

DATE: February 8, 2011

Subject: Appointment of Individuals to the Measure C Citizens' Bond Oversight Committee

Background: When vacancies occur on the RCCD Measure C Citizens' Bond Oversight Committee—either through resignation or the completion of a member's term—it is the responsibility of the Board of Trustees to select and appoint individuals to fill those vacancies.

CBOC currently has openings in three categories: student representative; tax-payer organization representative; and, college support organization representative. Notices advertising the vacancies were placed on the District website and affiliated social media sites, in local print media, on local cable and radio broadcast channels (public service announcements), and through contacts chambers of commerce, former CBOC members, and local community and business sources. A CBOC applicant matrix has been prepared and applications been forwarded to the Board of Trustees for consideration.

Recommended Action: It is recommended that the Board of Trustees consider the applications submitted by individuals interested in serving on the Measure C Citizens' Bond Oversight Committee for appointments in the three vacant categories for initial two-year terms of service.

Gregory W. Gray
Chancellor

Prepared by: Jim Parsons
Associate Vice Chancellor
Strategic Communications and Relations
(staff to Citizens' Bond Oversight Committee)

CITIZENS' BOND OVERSIGHT COMMITTEE - APPLICANT MATRIX

Applicant	College Support Organization	Student Organization	Taxpayer Organization	City of Residence	Business	Community-At-Large	Labor	Retired Citizen Org
Jeff Kraus			X	Riverside				
Stephen Whyld	X			Riverside				X
Nita Grantham	X			Corona				
Richard Tworek	X			Riverside				
Rikki Marie Hix		X		RCC*				
George Perez**		X		RCC*				
Nicolas Ferguson	X			Moreno Valley	X			
Michael Geller	X		X	Moreno Valley				
Kristina Dixon				Moreno Valley		X		
Joan Madrid				Corona				X
David Madrid				Corona	X			
Roderic Balance				Riverside	X	X		X
Susan Cash				Riverside		X		X
Iona Emmert				Riverside		X		
Thelma Fawley				Riverside		X		
Ruthee Goldkorn				Moreno Valley	X	X		
Matthew Tutor				Riverside	X	X		
Susanna Hughes				Riverside	X	X		

White = current openings

Gray = active application, no current openings

* Student representatives are designated by college; student status is criteria

** Perez is not enrolled for Spring; intends to take classes again in summer

CURRENT CITIZENS BOND OVERSIGHT COMMITTEE MEMBERS

Member	City of Residence	Category
David E. Barnhart	Riverside	Senior Citizen Group Representative
Richard A. Chavez	Riverside	Community-At-Large Representative
Allison Dale	Riverside	Business Representative
Robert B. Taylor	Riverside	Labor Organization Representative

ADVERTISING/PROMOTION REGARDING OPENINGS

- Advertisements in Press-Enterprise, Black Voice News, La Prensa, Business Press
- Media releases and PSAs to all local print and electronic media
- Announcements to local Chambers of Commerce
- Direct appeal for nomination and referrals to Board of Trustees, RCCD Foundation Board, CBOC members, Latino Network
- Postings on RCCD and Colleges' social media sites
- Direct contact with ASRCC, ASMVC, and ASNC advisors
- Editorial briefs run by Press-Enterprise and Business Press
- Posting/announcements on RCCD webpages

CITIZENS' BOND OVERSIGHT COMMITTEE - APPLICANT MATRIX

Applicant	College Support Organization	Student Organization	Taxpayer Organization	City of Residence	Business	Community-At-Large	Labor	Retired Citizen Org
Jeff Kraus			X	Riverside				
Stephen Whyld	X			Riverside				X
Nita Grantham	X			Corona				
Richard Tworek	X			Riverside				
Rikki Marie Hix		X		RCC*				
George Perez**		X		RCC*				
Nicolas Ferguson	X			Moreno Valley	X			
Michael Geller	X		X	Moreno Valley				
Kristina Dixon				Moreno Valley		X		
Joan Madrid				Corona				X
David Madrid				Corona	X			
Roderic Balance				Riverside	X	X		X
Susan Cash				Riverside		X		X
Iona Emmert				Riverside		X		
Thelma Fawley				Riverside		X		
Ruthee Goldkorn				Moreno Valley	X	X		
Matthew Tutor				Riverside	X	X		
Susanna Hughes				Riverside	X	X		

White = current openings

Gray = active application, no current openings

* Student representatives are designated by college; student status is criteria

** Perez is not enrolled for Spring; intends to take classes again in summer

CURRENT CITIZENS BOND OVERSIGHT COMMITTEE MEMBERS

Member	City of Residence	Category
David E. Barnhart	Riverside	Senior Citizen Group Representative
Richard A. Chavez	Riverside	Community-At-Large Representative
Allison Dale	Riverside	Business Representative
Robert B. Taylor	Riverside	Labor Organization Representative

ADVERTISING/PROMOTION REGARDING OPENINGS

- Advertisements in Press-Enterprise, Black Voice News, La Prensa, Business Press
- Media releases and PSAs to all local print and electronic media
- Announcements to local Chambers of Commerce
- Direct appeal for nomination and referrals to Board of Trustees, RCCD Foundation Board, CBOC members, Latino Network
- Postings on RCCD and Colleges' social media sites
- Direct contact with ASRCC, ASMVC, and ASNC advisors
- Editorial briefs run by Press-Enterprise and Business Press
- Posting/announcements on RCCD webpages

ARCHITECTURAL SERVICES AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
HMC ARCHITECTS

This AGREEMENT is made and entered into on 9, February, 2011, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT", and HMC ARCHITECTS, 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 the Moreno Valley College Dental Education Center, hereinafter referred to as "PROJECT", located in Moreno Valley, California in the DISTRICT; and

WHEREAS, ARCHITECT understands that funding in the amount of \$9,500,181 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 and III 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 March 7, 2011.

ARTICLE II – SCOPE OF ARCHITECT’S SERVICES

1. The ARCHITECT’s services include those described in this Article and include structural, civil, mechanical and electrical engineering and landscape architecture services 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 provide a PROJECT description 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 provide planning surveys, site valuations and comparative studies of prospective sites, buildings or locations.

7. 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.

8. 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.

9. 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.

10. The ARCHITECT shall provide services in connection with the work of a construction manager or separate consultants retained by DISTRICT.
11. The ARCHITECT shall provide detailed estimates of construction costs at no additional cost to DISTRICT as further described in Articles V and VI.
12. The ARCHITECT shall provide detailed quantity surveys which provide inventories of material, equipment or labor.
13. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT.
14. 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.
15. The ARCHITECT shall visit suppliers, fabricators, and manufacturers' facilities such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.
16. 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.
17. 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.
18. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.
19. 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.

20. 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.

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

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

23. 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.

24. 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.

25. 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, 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.

26. 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 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.

27. 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 ARCHITECT's expense. The remaining 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.

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; assemble and 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 at no additional cost provide services made necessary by defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor, but which ARCHITECT failed to do.

m. 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.

n. 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.

o. 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.

p. 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.

q. The ARCHITECT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.

r. 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.

s. 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.

t. 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.

u. 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.

v. 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.

w. 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.

28. 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.

c. Upon completion of construction of the PROJECT, the following reports are required:

- (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 and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages.
- 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 "A".
Design Development:	15% of estimated Architect Fee as set forth on Attachment "A".
Construction Documents:	40% of estimated Architect Fee, to be paid monthly Based on actual level of completion, as set forth on Attachment "A".
D.S. A. Approval:	5% of estimated Architect fee as set forth on Attachment "A".
Bidding Phase: (Board Approval)	3% of estimated Architect fee as set forth on Attachment "A".
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 "A".

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 \$40,000, 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 sole or 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 sole or 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.

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.

HMC ARCHITECTS

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

By: _____

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

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

ATTACHMENT "A"

ARCHITECT'S FEE SCHEDULE

1. Nine percent (9%) of the first five hundred thousand dollars (\$500,000.00) of computed cost. (\$45,000.00)
2. Eight and one-half percent (8.5%) of the next five hundred thousand dollars (\$500,000.00) of computed cost. (\$42,500)
3. Eight percent (8%) of the next one million dollars (\$1,000,000.00) of computed cost. (\$80,000.00)
4. Seven percent (7%) of the next four million dollars (\$4,000,000.00) of computed cost. (\$280,000.00)
5. Six percent (6%) of the next four million dollars (\$4,000,000.00) of computed cost. (\$240,000.00)
6. Five percent (5%) of computed cost in excess of ten million dollars (\$10,000,000.00). (\$223,650.00)

Total amount not to exceed Five Hundred Three Thousand, Eight Hundred Fifty Dollars (\$503,850), including Forty Thousand Dollars (\$40,000) for reimbursable expenses.

CONSTRUCTION MANAGEMENT SERVICES
(For Multi-Prime Projects)

This Construction Management Services Agreement (“Agreement”) is made and entered into this 9th day of February, 2011 by and between Riverside Community College District, on behalf of the Moreno Valley College (hereinafter “District” or “Owner”) and Rudolph and Sletten, Inc. (hereinafter referred to as “Construction Manager”) for construction management services relating to a multi-prime construction contract for construction of the Moreno Valley College Dental Education Center, located in Moreno Valley, California.

ARTICLE I
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 individuals:

John McRitchie, Project Executive
Matthew Bennett, Project Manager
Frank Conte, Superintendent
(*To Be Determined*), Project Estimator
Esteban Hernandez, Project Engineer
German Bondoc, Field Office Coordinator

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 – Not Included. (*Design Phase services rendered under separate agreement with Rudolph and Sletten, Inc., dated January 10, 2011 in an amount not to exceed \$53,782.*)

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 start and end dates for "Equipment and Furniture Move in Site," "Startup and Acceptance" and "Closeout" end dates as listed in Exhibit "A" of this Agreement.

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 upon request.

1.1.6 Coordination/Value Engineering Review.

With respect to the Project, the Construction Manager shall review the Architect's 50% and 90% contract document submissions and provide written comments on the coordination of the various disciplines, including civil, structural, architectural, mechanical, electrical, HVAC, plumbing, and landscape.

1.1.7 Design Review and Comments.

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

1.1.8 Cost Adjustment Sessions.

The Construction manager shall prepare for the District's approval a more detailed estimate of Construction Cost, as defined in Article e, developed by using estimating techniques which anticipate 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 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 manager 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 spreadsheet 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 Office of Public School Construction 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 Office of Public School Construction ("OPSC"), 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 SAB 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.

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 SAB cost allowance categories. When a bid includes work in more than one cost category, the summary shall assign an appropriate amount to each.

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

1.2.11 Rebidding. If any portion of the Project is anticipated to be State funded, Construction Manager shall only allow individual bid package category rebids as authorized by SAB policy.

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

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

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

If applicable, the Construction Manager shall arrange for delivery and storage, protection and security for District-purchased materials, systems and equipment which

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Construction Manager shall provide regular monitoring of the 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 Project as defined in Paragraph 1.3 of this Agreement.

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

1.3.21 Equipment Instruction Manuals, Warranties and Releases. The Construction Manager shall obtain all written material such as operations and maintenance manuals, warranties, affidavits, releases, bonds, waivers and guarantees for all equipment

installed in the Project. All such materials, including equipment instruction material, keys and documents shall be reviewed and delivered to appropriate District personnel.

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

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

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

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

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

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

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

1.3.28 Initial Start-up and Testing. With the Architect and the District's maintenance personnel, the Construction Manager shall observe the Contractors' proper

installation of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing for the Project. The Construction Manager shall coordinate and assist District in the move-in for the Project.

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

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

1.4 TIME.

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

1.4.2 In the event the construction time requirements set forth in Section 1.1.2 of this Agreement are exceeded, and the delay is caused by the Construction Manager, the Construction Manager's fee shall be reduced by an amount of \$1,250 per calendar day as liquidated damages, but not as a penalty, starting from the scheduled construction completion date for the Project until construction is substantially complete.

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

ARTICLE 2 THE DISTRICT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

ARTICLE 3 CONSTRUCTION COST AND PROJECT BUDGET

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

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

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

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

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

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

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

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

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

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

ARTICLE 4
BASIS OF COMPENSATION AND PAYMENT

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

4.1 BASIC COMPENSATION FEE.

4.1.1 Construction Manager's Services, as described in Article 1.2 and 1.3 shall be in the amount of: \$476,772 (Four Hundred Seventy-Six Thousand, Seven Hundred Seventy-Two 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 \$70,070 (Seventy Thousand, Seventy Dollars).

4.2 PAYMENT

4.2.1 BASIC COMPENSATION PAYMENT:

4.2.1.1 Pre-Construction Invoicing. Construction Manager shall invoice 35% of the Basic Services for 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 90% of the Construction Phase Fee (amount set forth in 4.1.1) in monthly increments during the Construction Phase.

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

4.2.2 GENERAL CONDITIONS PAYMENT.

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

4.3.2 PAYMENT OF INVOICES.

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

4.4 ADDITIONAL COMPENSATION.

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

Project Executive	\$ 190.00/Hr.
Project Manager	\$ 110.00/Hr.
Sr. Superintendent	\$ 140.00/Hr.
Project Superintendent	\$ 110.00/Hr.
Estimating/Precon Services Manager	\$ 105.00/Hr.
BIM/Constructability Manager	\$ 140.00/Hr.
Scheduling Manager	\$ 105.00/Hr.
Sr. Field Engineer	\$ 90.00/Hr.
Clerical Assistance	\$ 58.00/Hr.

ARTICLE 5 GENERAL CONDITIONS

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

In no event shall the General Condition costs exceed the fixed fee of \$70,070 (Seventy Thousand, Seventy Dollars).

All General Condition items and services shall be billed at their actual cost, and the Construction Manager shall take all reasonable steps necessary to obtain the most competitive

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

ARTICLE 6 TERMINATION, ABANDONMENT OR SUSPENSION OF WORK

6.1 TERMINATION OF CONSTRUCTION MANAGER SERVICES.

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

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

6.2 CONTINUANCE OF WORK.

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

6.3 ABANDONMENT OF A PROJECT.

The District has the absolute discretion to suspend or abandon all or any portion of the work on the Project and may do so upon fourteen (14) day written notice to the Construction Manager. Upon notice of suspension or abandonment, Construction Manager shall immediately discontinue any further action on the Project. If the entire work to be performed on the Project is abandoned, the parties shall each be relieved of the remaining executory obligations of the

Agreement, as it relates to the Project, but shall not be relieved of any obligations arising prior to said abandonment.

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

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

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

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

6.5 DELIVERY OF DOCUMENTS.

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

ARTICLE 7 INDEMNIFICATION

7.1 To the fullest extent permitted by law, and subject to the limitations of Civil Code §2782, Construction Manager agrees to indemnify, defend and hold Owner, its board members, employees, and officers harmless from all liability arising out of:

(a) Workers' Compensation and Employers Liability. 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) General Liability. 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 the District, or any person, firm or corporation employed by the Construction Manager or the District upon or in connection with the Project, except for liability resulting from the sole or active negligence, or willful misconduct of the District, its officers, employees, agents or independent contractor's who are directly employed by the District;

(c) Professional Liability. 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.

7.2 Duty to Defend.

7.2.1 The Construction Manager, at Construction Manager's own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, its board members, officers, or employees, on account of or founded upon any of the causes, damages or injuries identified in Article 7, Section 7.1 above and shall pay or satisfy any judgment that may be rendered against the District, its officers or employees in any actions, suit or other proceedings as a result thereof.

7.3 Duration of the Indemnity Contract. The indemnify contract described in Article 7 is intended to apply during the period of Construction Manager's performance under this Agreement and shall survive the expiration or termination of this Agreement.

ARTICLE 8 SUCCESSORS AND ASSIGNS OR CONFLICT OF INTEREST

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

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

8.3 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Owner, during the term of his or her service with the Owner, shall have any

direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

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

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

ARTICLE 9 APPLICABLE LAW

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

ARTICLE 10 CONSTRUCTION MANAGER NOT AN OFFICER OR EMPLOYEE OF DISTRICT

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

ARTICLE 11 INSURANCE

11.1 The Construction Manager shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and

acceptable to District which will protect Construction Manager and District from claims which may arise out of or result from Construction Manager's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

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

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

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

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

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

ARTICLE 12

EXTENT OF AGREEMENT

12.1 This Agreement represents the entire and integrated agreement between the District and the Construction Manager for this Project and supersedes all prior negotiations,

representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and the Construction Manager.

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

CONSTRUCTION MANAGER:

DISTRICT:

Rudolph and Sletten, Inc.

Riverside Community College District

By: _____

By: _____

Martin Sisemore
President/CEO

James L. Buysse
Vice Chancellor
Administration and Finance

Corporate Office:
1600 Seaport Blvd.
Suite 350
Redwood City, CA 94063

Regional Office:
16851 Hale Ave.
Irvine, CA 92606

EXHIBIT "A"

PROPOSED PROJECT SCHEDULE

RUDOLPH AND SLETTEN, INC.
Moreno Valley College Dental Education Center
Summary Schedule Estimate
January 25, 2011

<u><i>Task Name</i></u>	<u><i>Duration</i></u>	<u><i>Start Date</i></u>	<u><i>End Date</i></u>
Bidding	59 days	February 9, 2011	April 26, 2011
Onsite Construction	120 days	April 1, 2011	September 15, 2011
Pre modular	43 days	April 1, 2011	May 31, 2011
Mobilization	5 days	April 1, 2011	April 7, 2011
Make Ready	12 days	April 1, 2011	April 18, 2011
Foundation	25 days	April 27, 2011	May 31, 2011
Utility Feeds	21 days	April 8, 2011	May 6, 2011
Set Modular Buildings	21 days	May 27, 2011	June 24, 2011
Interior Buildout	13 days	June 16, 2011	July 4, 2011
Equipment and Furniture Move in	15 days	June 30, 2011	July 20, 2011
Site	28 days	June 20, 2011	July 27, 2011
Startup and Acceptance	17 days	July 21, 2011	August 12, 2011
Closeout	24 days	August 15, 2011	September 15, 2011

EXHIBIT "B"

REIMBURSABLE EXPENSES

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

General Conditions (GC) Estimate

To be submitted for District approval after execution of Agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: III-A-1

Date: February 22, 2011

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.

Business and Fiscal Affairs

BP 6150 – Designation of Authorized Signatures – This is a new Policy for the District.

BP 6250 – Budget Management – This is a new Policy for the District.

BP 6320 – Investments – This is a new Policy for the District.

BP 6400 – Audits – This is a new Policy for the District.

Recommended Action: It is recommended that the Board of Trustees accept for first reading Board Policies 6150, 6250, 6320 and 6400.

Gregory W. Gray
Chancellor

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

**Business and Fiscal Affairs
DRAFT**

BP 6150 DESIGNATION OF AUTHORIZED SIGNATURES

References:

Education Code Sections 81655, 85232, and 85233

The Secretary of the Board of Trustees, or the Chancellor, shall be authorized to sign official documents for the Board of Trustees (See AP 2210 titled Officers).

Authority to sign orders and other transactions on behalf of the Board of Trustees is delegated to the Chancellor. *The Chancellor delegates items related to business and fiscal affairs to the Vice Chancellor, Administration and Finance.*

The authorized signatures shall be filed with the *Riverside County Office of Education.*

NOTE: The **bold type** signifies **legally required** language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). There does not appear to be a current Riverside CCD Policy that addresses this issue.

Date Adopted:

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

**Business and Fiscal Affairs
DRAFT**

BP 6250 BUDGET MANAGEMENT

References:

Title 5 Sections 58307 and 58308

The budget shall be managed in accordance with Title 5 and the California Community Colleges Budget and Accounting Manual. Budget revisions shall be made only in accordance with these policies and as provided by law.

***Total* revenue accruing to the District in excess of *total* budgeted *revenue* shall be added to the District's reserve for contingencies. *It is* available for appropriation only upon a resolution of the Board of Trustees that sets forth the need according to major budget classifications in accordance with applicable law.**

Board approval is required for changes between major expenditure classifications. Transfers from the reserve for contingencies to any expenditure classification must be approved by a two-thirds vote of the members of the Board of Trustees. Transfers between expenditure classifications must be approved by a majority vote of the members of the Board.

NOTE: The **bold type** signifies **legally required** language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). There does not appear to be a current Riverside CCD Policy that addresses this issue.

Date Adopted:

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

Business and Fiscal Affairs
DRAFT

BP 6320 INVESTMENTS

References:

Government Code Sections 53600 et seq.

The Chancellor is responsible for ensuring that the funds that are not required for the immediate needs of the District are invested. Investments shall be in accordance with law, including California Government Code Sections 53600 et seq.

This investment policy applies to all financial assets held by the District except those, if any, that are specifically exempted by statute or local policy. This policy applies to all transactions involving the financial assets and related activity of all funds of the District.

The primary investment objectives, in priority order, shall be:

- *Safety;*
- *Liquidity;*
- *Return on investment.*

Management responsibility for the District's investment plan is hereby delegated to the Chancellor, who may designate to the Vice Chancellor, Administration and Finance, the authority to establish written procedures for the operation of the investment plan consistent with this investment policy. No person may engage in an investment transaction except as provided under the terms of this policy and the investment plan established by the Chancellor, or designee.

The Chancellor, or designee, shall prepare and annually present to the Board as information the written investment plan related to this Board Policy, and shall during the course of the year update the Board of Trustees on the status of the District's investments.

Investments shall be made based on the following criteria:

- The preservation of principal shall be of primary importance.

- **The investment program must remain sufficiently flexible to permit the District to meet all operating requirements.**
- **Transactions should be avoided that might impair public confidence.**

NOTE: The **bold type** signifies **legally required/legally advised** language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in *italic type* is additional language to consider including in this policy. There does not appear to be a current Riverside CCD Policy that addresses this issue.

Date Adopted:

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

Riverside Community College District Policy

No. 6400

Business and Fiscal Affairs
DRAFT

BP 6400 AUDITS

References:

Education Code Sections 15278 and 84040(b);
Government Code Section 53060

There shall be an annual ~~outside~~ **external** audit of all funds, books, and accounts of the District in accordance with the regulations of Title 5. The Chancellor shall assure that an annual ~~outside~~ **external** audit is completed. The Chancellor shall recommend a certified public accountancy firm to the Board with which to contract for the annual audit.

In addition, the Chancellor shall assure that annual audits are completed in compliance with the approval of a the District's general obligation bond measure (Measure C) authorized pursuant to Section 1 of Article XIII A of the California Constitution.

NOTE: The **bold type** signifies **legally required** language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). There does not appear to be a current Riverside CCD Policy that addresses this issue.

Date Adopted:

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: III-B-1

Date: February 22, 2011

Subject: Divided We Fail at RCCD

Background: Presented for the Board's review and consideration are the results of a replication of a study titled, "Divided We Fail," (published by Colleen Moore and Nancy Shulock in 2010) as it applies to data from RCCD. This study looks at completion (certificates, degrees, and transfers) and the "milestones" that influence completions by ethnicity starting with a cohort of students from 2003, the same cohort used in the original study.

Information Only.

Gregory W. Gray
Chancellor

Prepared by: Ray Maghroori
Provost/Vice Chancellor, Educational Services

Daniel Martinez
Associate Dean, Institutional Research

DIVIDED WE FAIL: RCCD

Daniel Martinez, PhD
Associate Dean, Institutional Research

In 2010, a report titled, “Divided We Fail,” (DWF) was published by Moore and Shulock. In that report, they describe the completion rates (certificates, associate degrees and transfers) of students in the California Community Colleges (CCC). In addition, they describe the attainment of “milestones” and “enrollment patterns,” intermediate measures that have been shown to be associated with completions. They point out that “too many students fail to complete” a certificate, degree or transfer and the students miss critical milestones. They also note that too few students follow successful enrollment patterns. When it comes to transfer, they found that many students are transferring without achieving a transfer curriculum (60 transfer level units, including math and English).

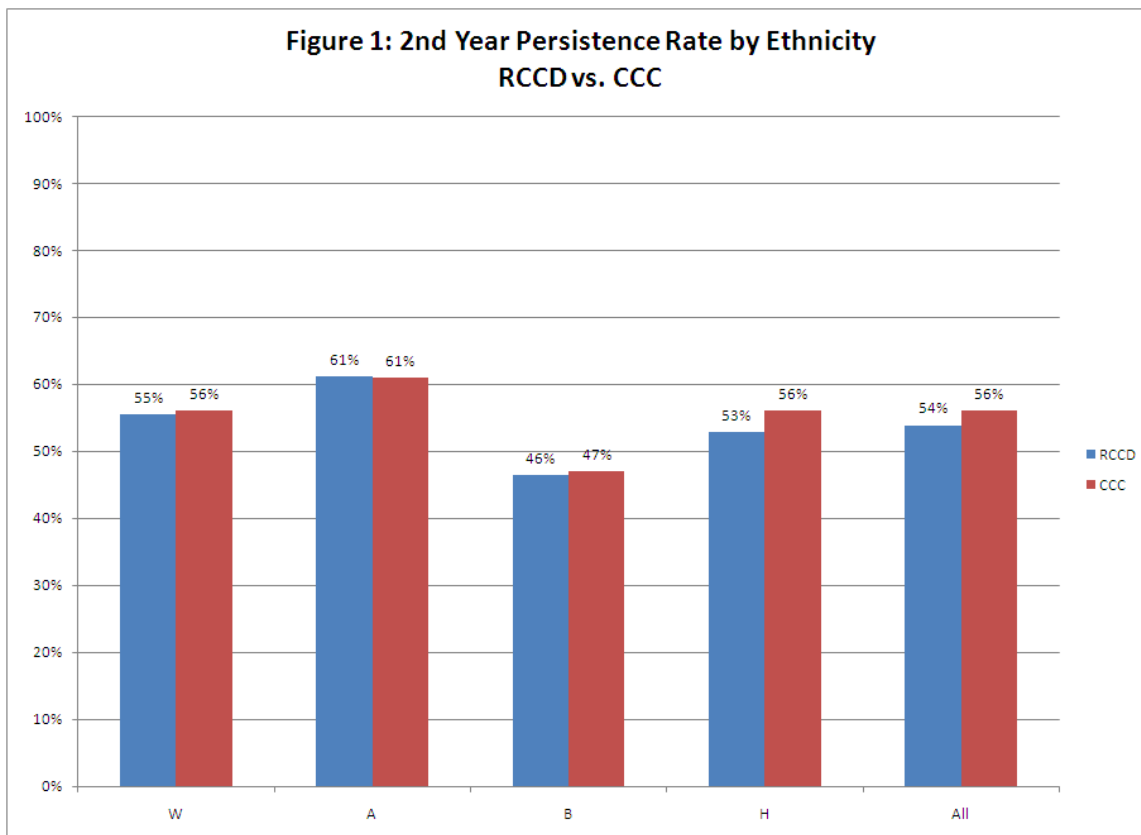
This report is a replication of the DWF project as it pertains to the Riverside Community College District (RCCD). The report addresses the three parts mentioned above: completions and milestone completion; transfer; and, successful enrollment patterns. All of the measures in the report are analyzed by four ethnic groups: White, Asian (including Pacific Islanders), Black, and Hispanic. As in the original report, this report uses a cohort of students who enrolled as first time students during the 2003-04 academic year and who attempted six or more units in their first academic year (N=6,560). Degrees and certificate data was obtained using DATATEL and transfer information was determined using the National Student Clearinghouse.

MILESTONE ACHIEVEMENT AND COMPLETION

The report mentions several milestones that have been associated with increased student completion rates:

- Persistence to 2nd term;
- Persistence to 2nd year;
- Achievement of 12 or more college-level units;
- Achievement of 30 or more college-level units; and,
- Achievement of a “transfer curriculum,” defined as completing 60 or more transfer-level units including both transfer-level math and transfer-level English.

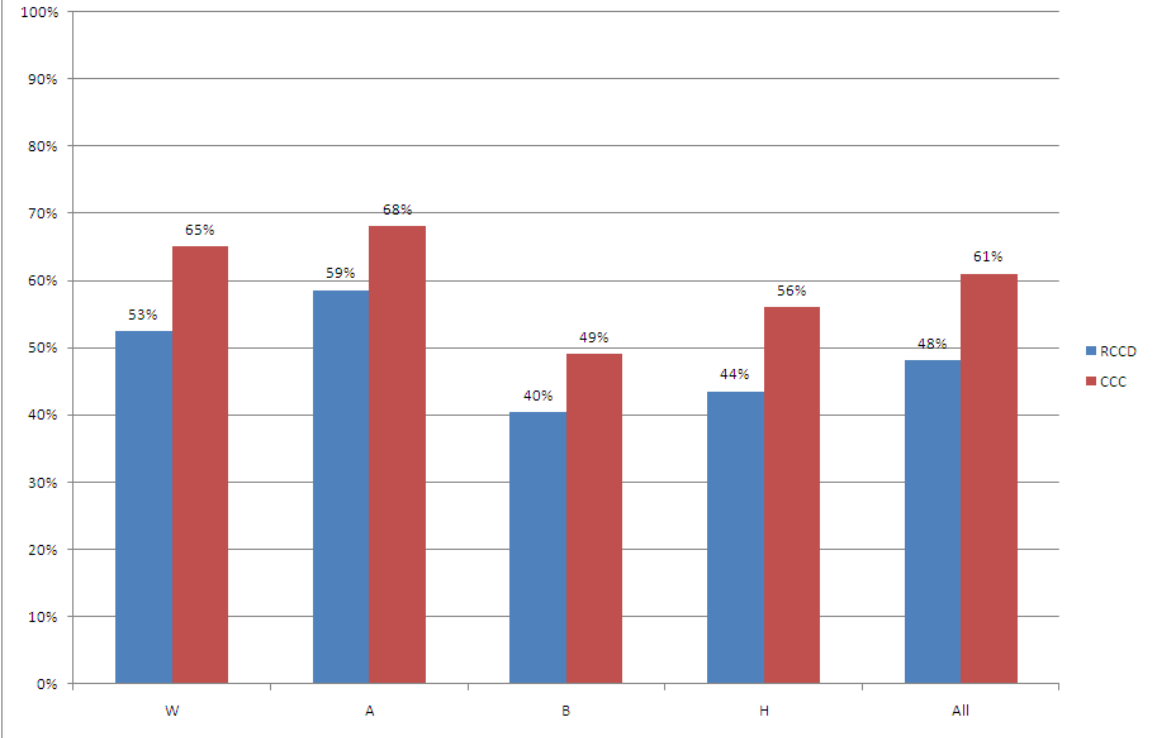
Milestones. The persistence rate for RCCD students to their 2nd term was lower than for students in the CCC as reported in DWF (68% vs. 73%, respectively). However, the 2nd year persistence rate for RCCD students was comparable to that for the state (Figure1), with just over half of the students enrolling in their second year.



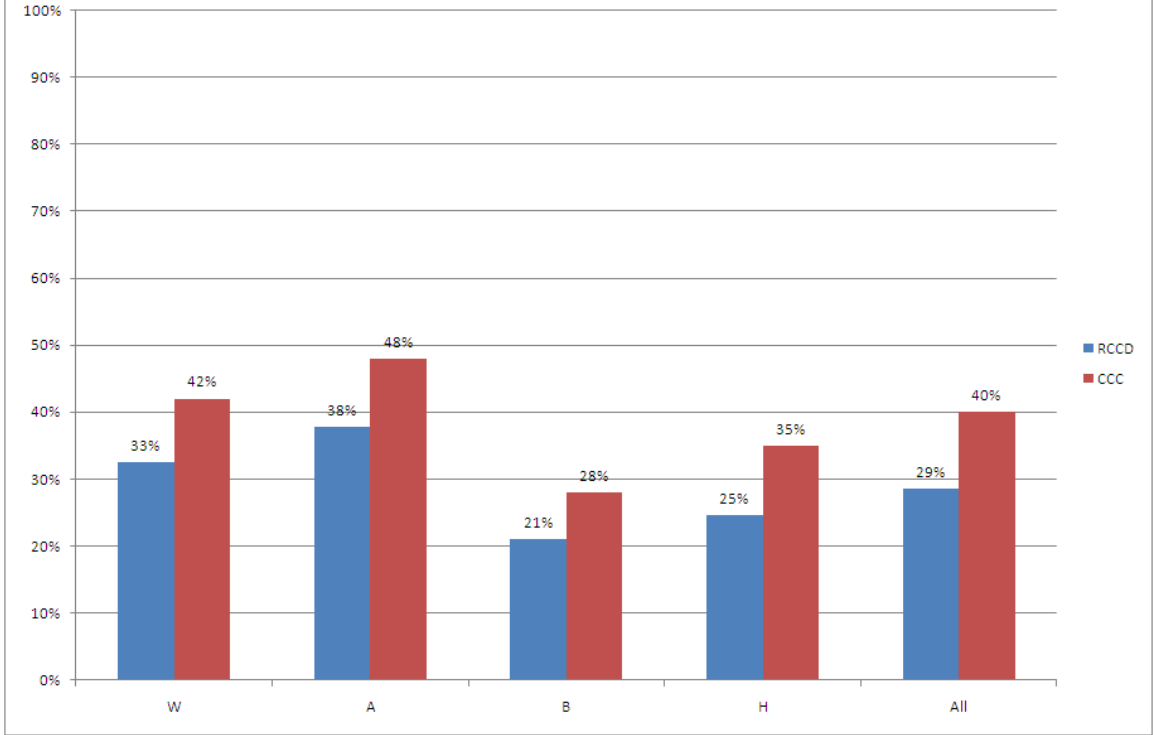
RCCD students did not attain the milestones of 12 or more units or 30 or more units compared to students in the CCC (please see Figure 2 and Figure 3). However, the attainment of the transfer curriculum was comparable to the CCCs; Black students had a slightly higher attainment compared to all CCCs (Figure 4).

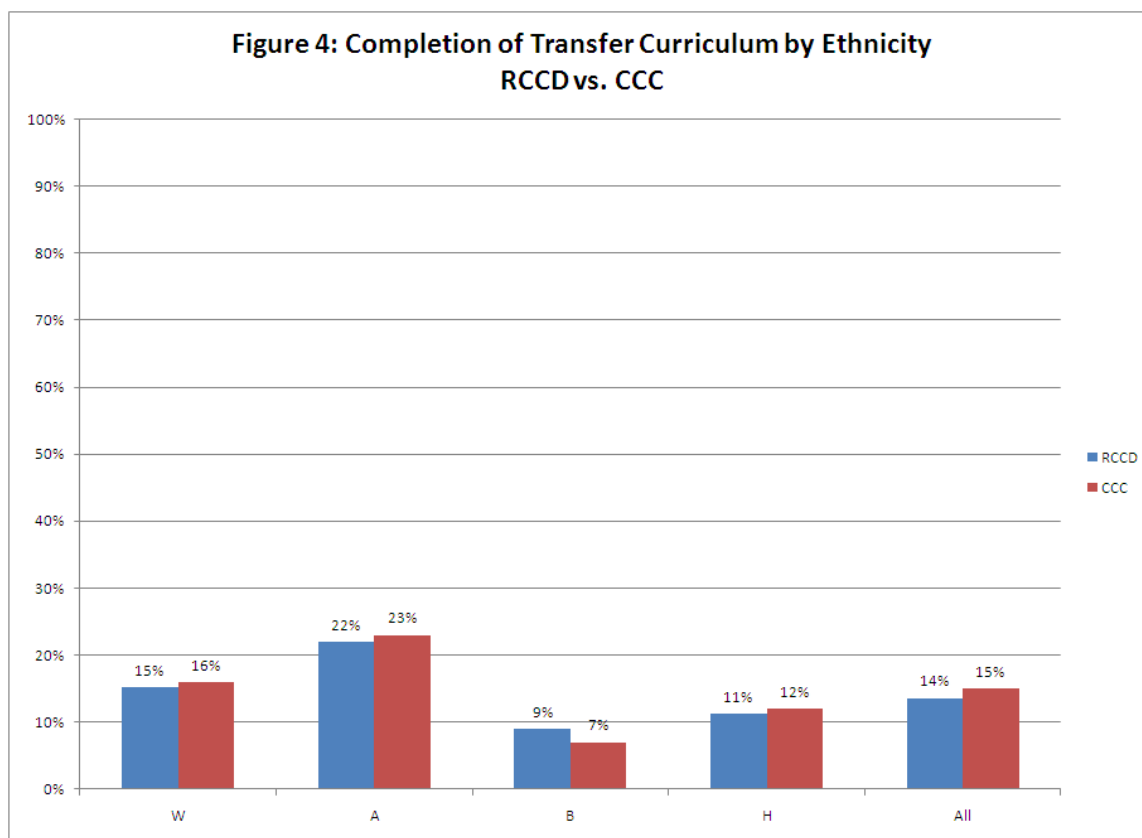
Whereas “the majority” (61%) of students in DWF reached “college pathway status” (the completion of 12 or more college-level units), less than half of RCCD students did so (48%). Likewise, in DWF, 40% of the students earned one year of college-level courses (30 or more units) but at RCCD, less than a third (29%) did so. Black and Hispanic students trailed White students in attaining all three of these milestones, but Asian students achieved these milestones at the highest rate of all ethnic groups.

**Figure 2: Completion of 12 or More Units by Ethnicity
RCCD vs. CCC**



**Figure 3: Completion of 30 or More Units by Ethnicity
RCCD vs. CCC**



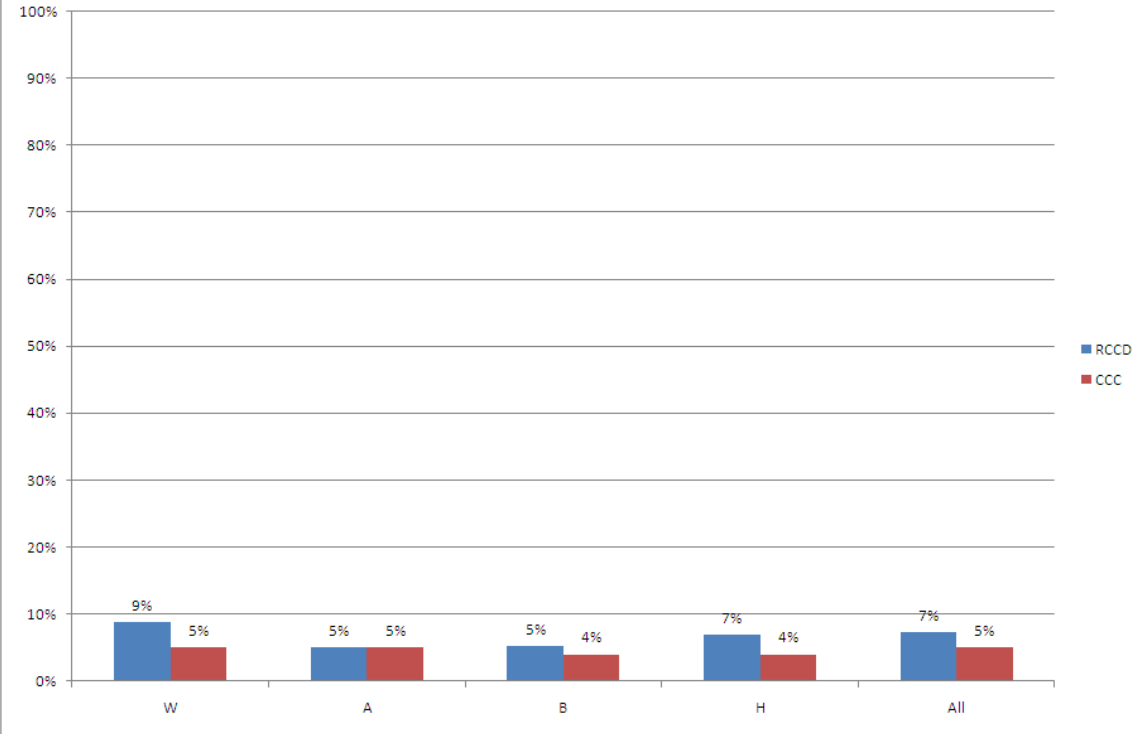


Completions. Students at RCCD earned certificates at higher or comparable rates compared to all CCCs. Figure 5 shows that White, Black and Hispanic students at RCCD earned more certificates than did those students at the CCC in general for the same time period while Asian students earned certificates at the same rate. Degree attainment was comparable for all groups, though a bit lower than the CCC in general (Figure 6). Regarding transfer, Asian, Black, and Hispanic students at RCCD transferred at slightly higher levels compared to the same groups in the CCCs (Figure 7). Asian, Black and Hispanic RCCD students all do better than the same groups system wide when it comes to any completion (certificate, degree, or transfer). White RCCD students complete at a slightly lower rate than White students in the CCCs (Figure 8).

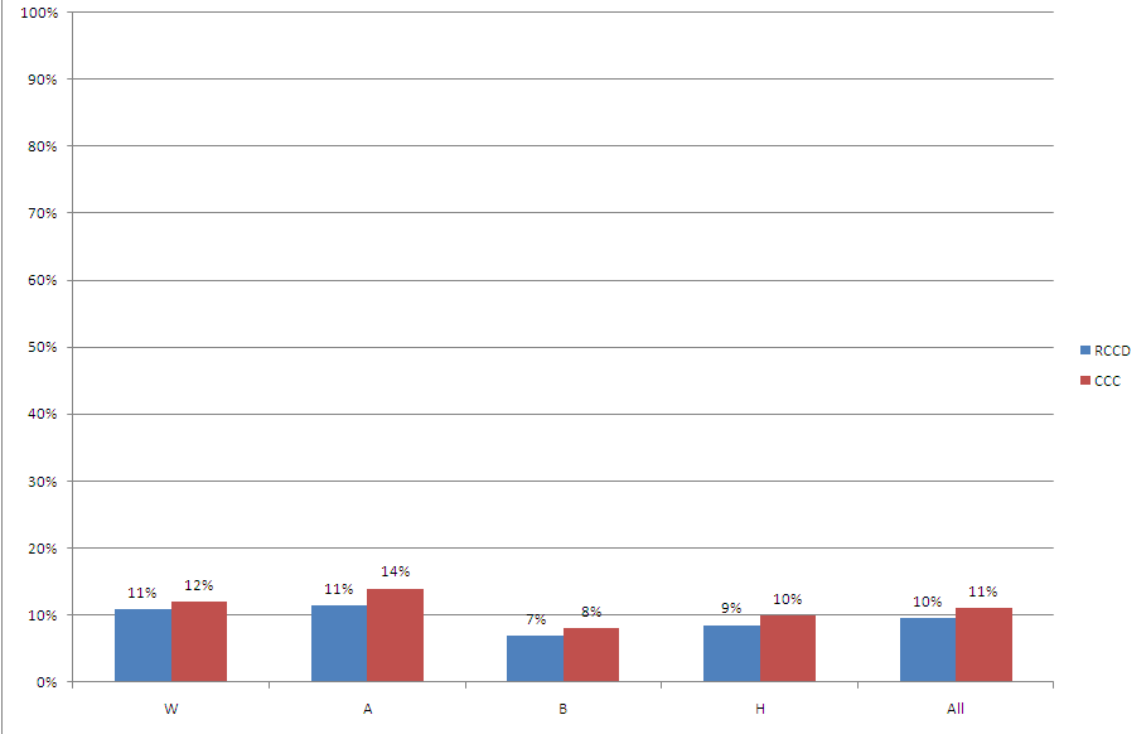
Regardless, like DWF, 70% of students did not complete a certificate or degree and had not transferred to a 4-year institution (73% for Black students and 75% for Hispanics). Only 11% of the original cohort were still enrolled six years later (Spring 2009).

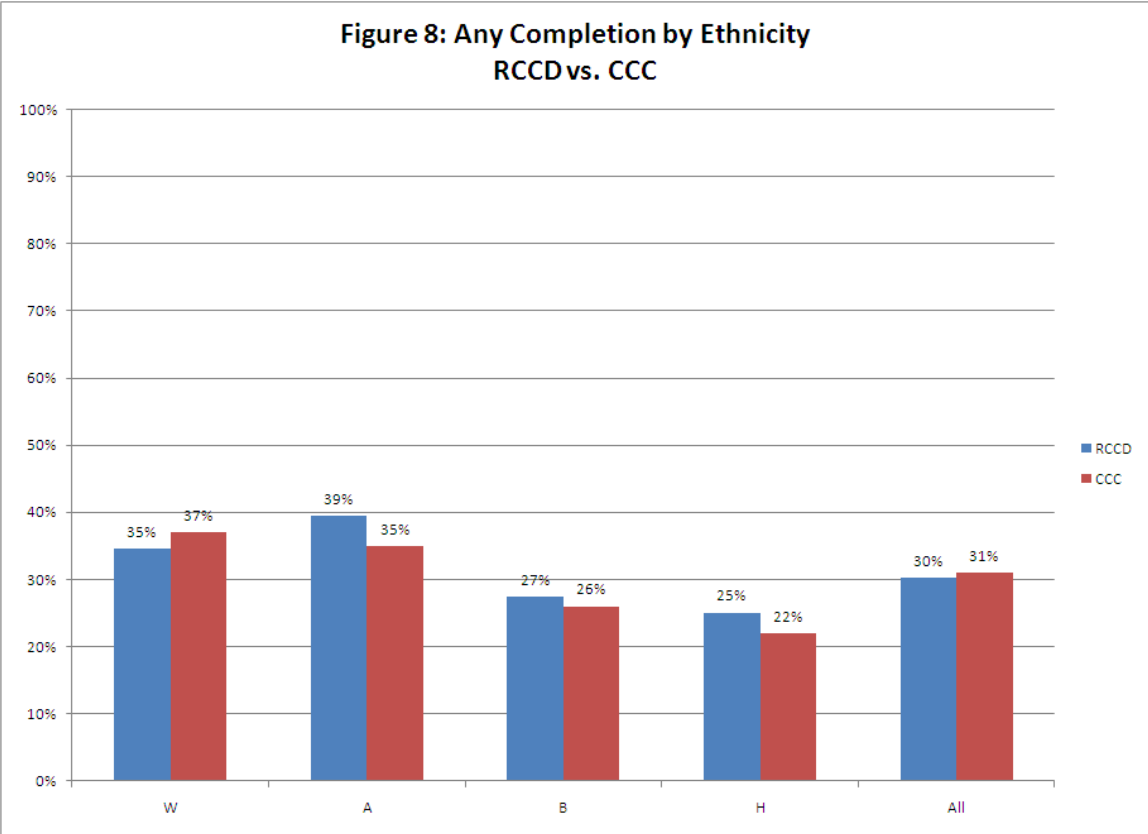
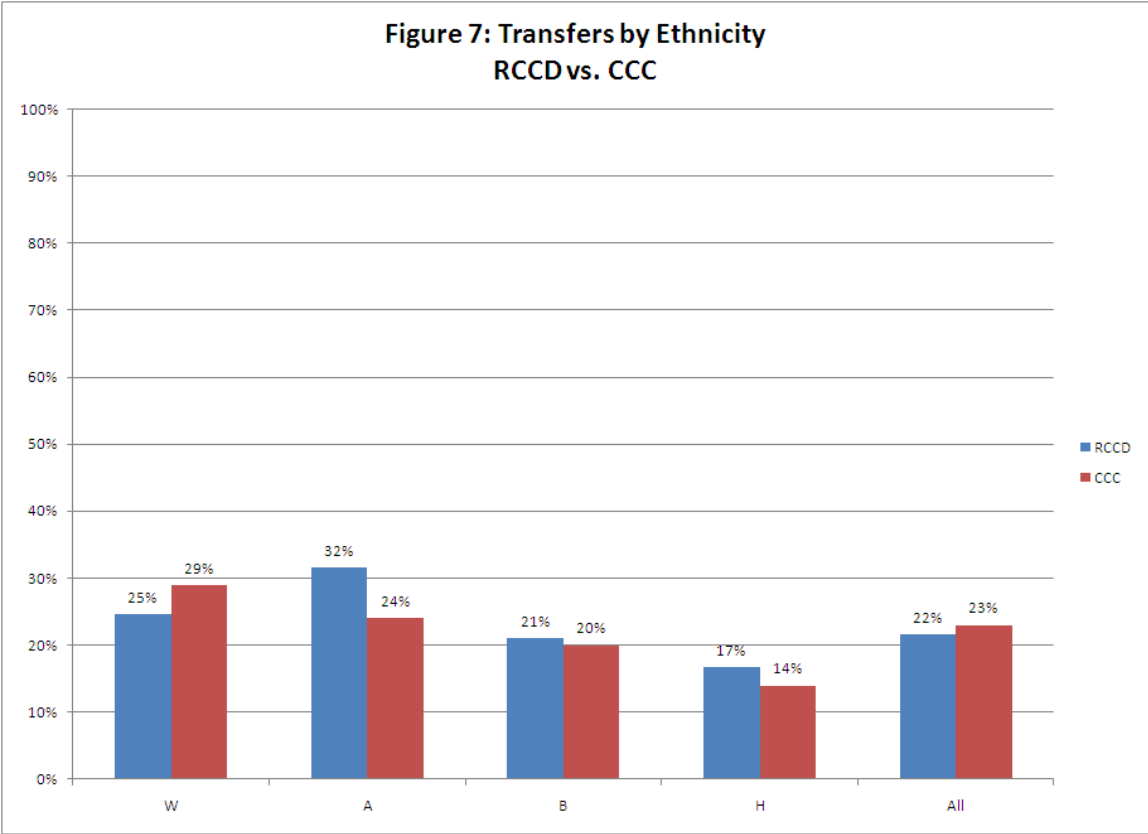
Like DWF, only 14% of RCCD students completed a transfer curriculum though 22% transferred. Black students were least likely to complete a transfer curriculum. Also like DWF, Black students had lower completion rates for certificates and degrees compared to Hispanic students but they had a higher transfer rate.

**Figure 5: Certificate Completions by Ethnicity
RCCD vs. CCC**



**Figure 6: Associate's Degree Completions by Ethnicity
RCCD vs. CCC**





TRANSFER

Of the RCCD students who transferred, only 40% completed a transfer curriculum and only a quarter completed an associate's degree (Figure 9 & 10, respectively). For RCCD students, the percent of White and Black students who completed a transfer curriculum was slightly higher than the same group of students in the CCCs. However, for Asian and Hispanic students, the percent of students from RCCD who completed a transfer curriculum was much lower than the same group of students state wide (43% vs. 57% for Asians; 40% vs. 48% for Hispanics – see Figure 9).

Of RCCD students who earned a degree and transferred, the percentage of White students was slightly higher than the CCC percentage but Asian, Black and Hispanic percentages were lower especially for Asian and Hispanic students (Figure 10).

Interestingly, the percentage of RCCD students who transfer to for-profit institutions was higher for every ethnic group compared to CCCs (Figure 11). Figures 12 through 15 show the transfer destinations of the various ethnic groups, comparing RCCD with the CCCs.

Like DWF, Black students were least likely to enroll at UC or CSU, but the most likely to enroll in an out of state university, either public or private, or at a for-profit institution. Asian students enrolled in equal numbers between the UC and CSU, but their enrollment rate at UC was twice that of the next highest groups (Whites and Hispanics). Hispanic students were least likely to enroll out of state but enrolled at for-profit institutions at a rate comparable to Black students.

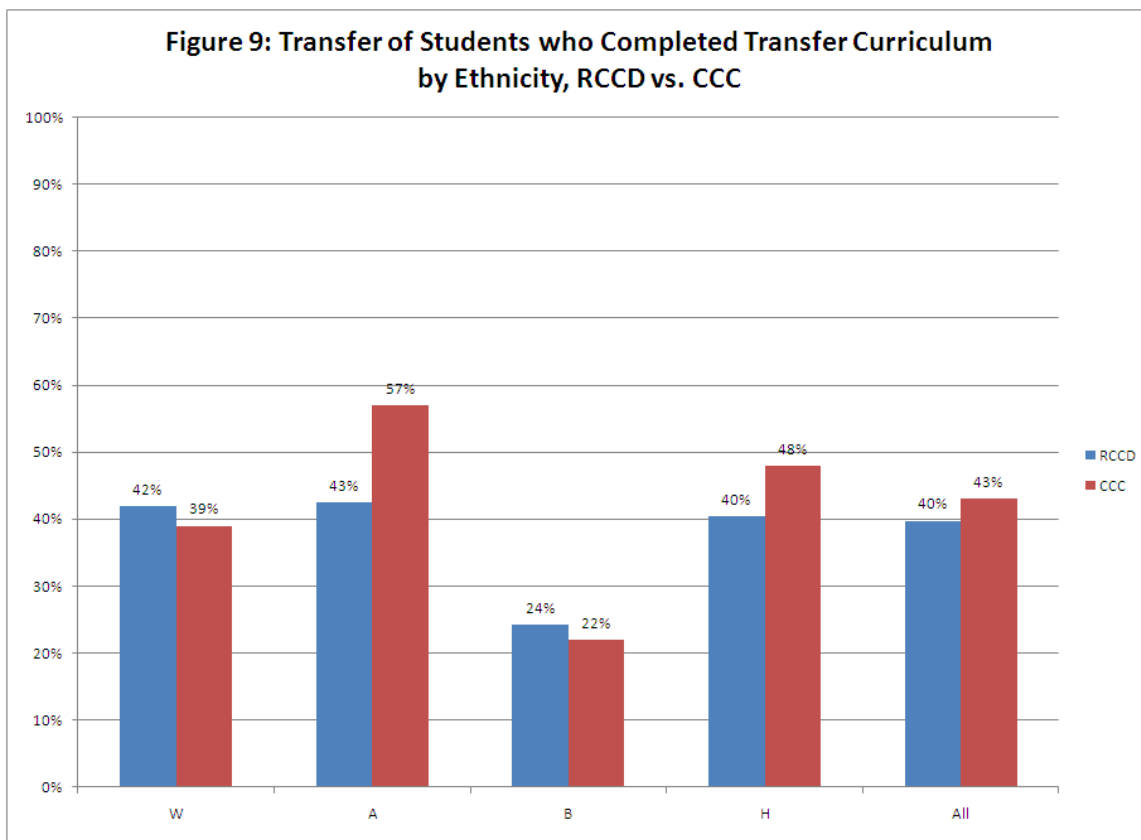


Figure 10: Transfer of Students who Completed Associate Degree by Ethnicity, RCCD vs. CCC

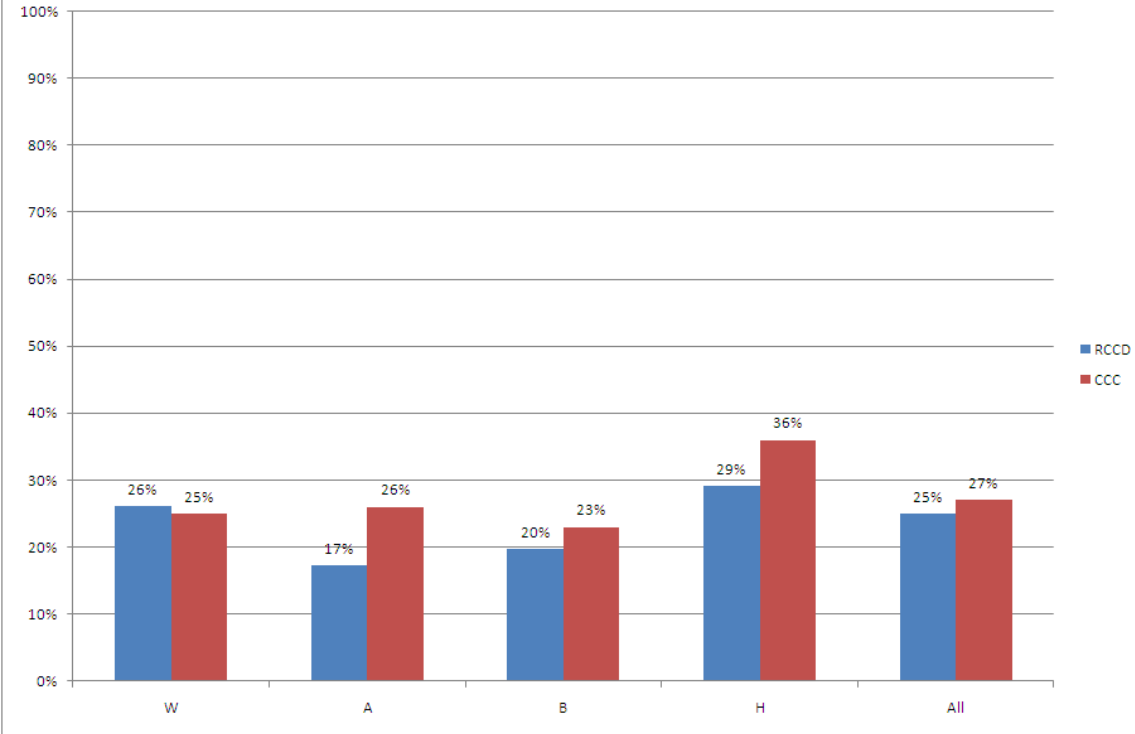
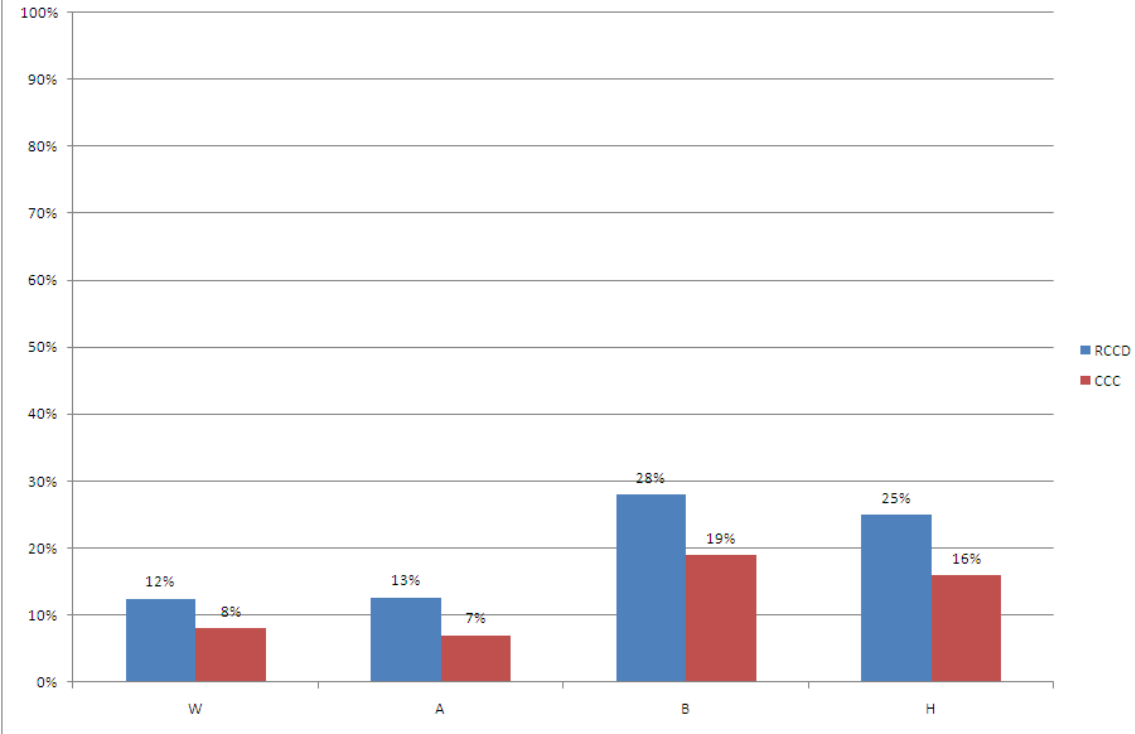
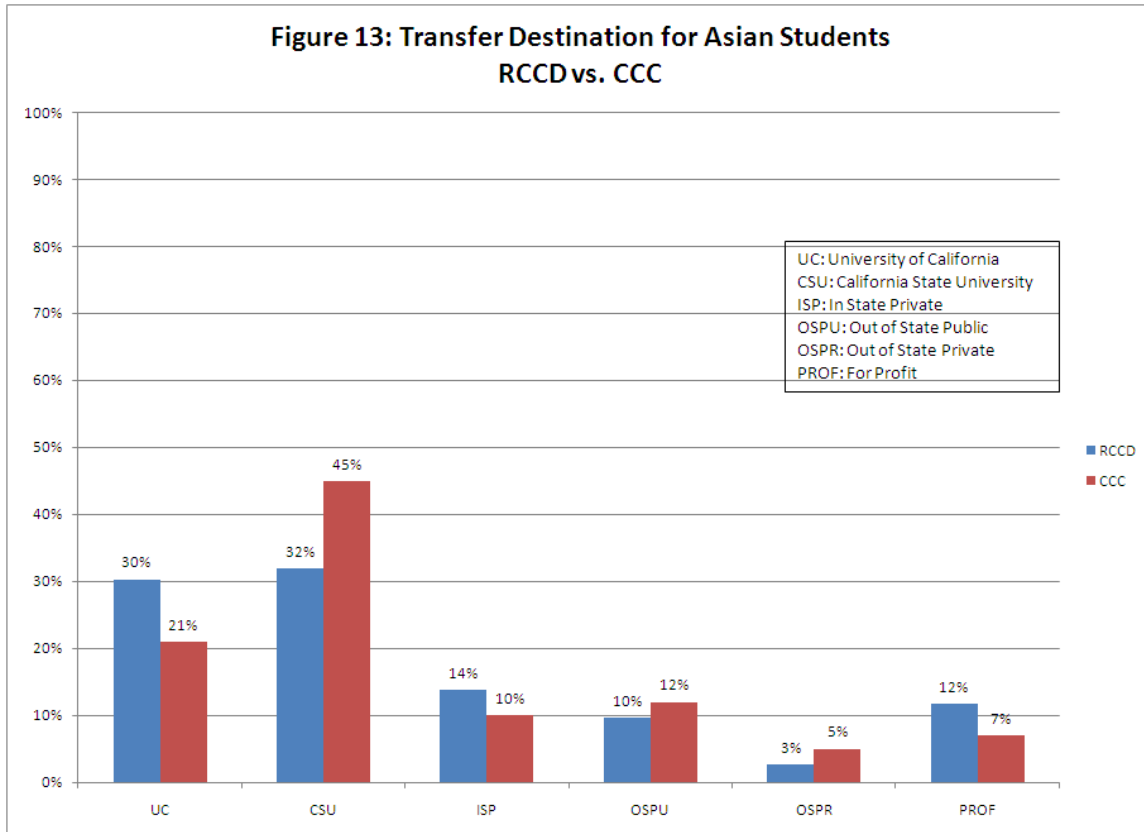
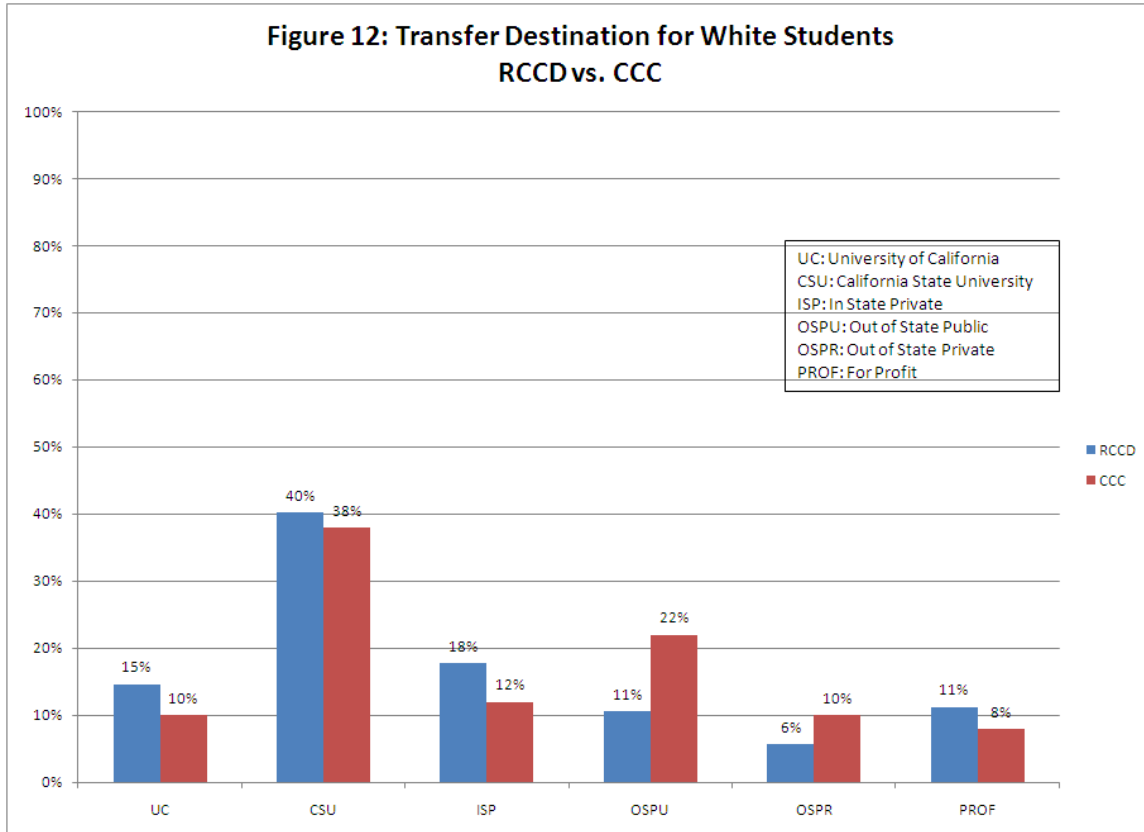
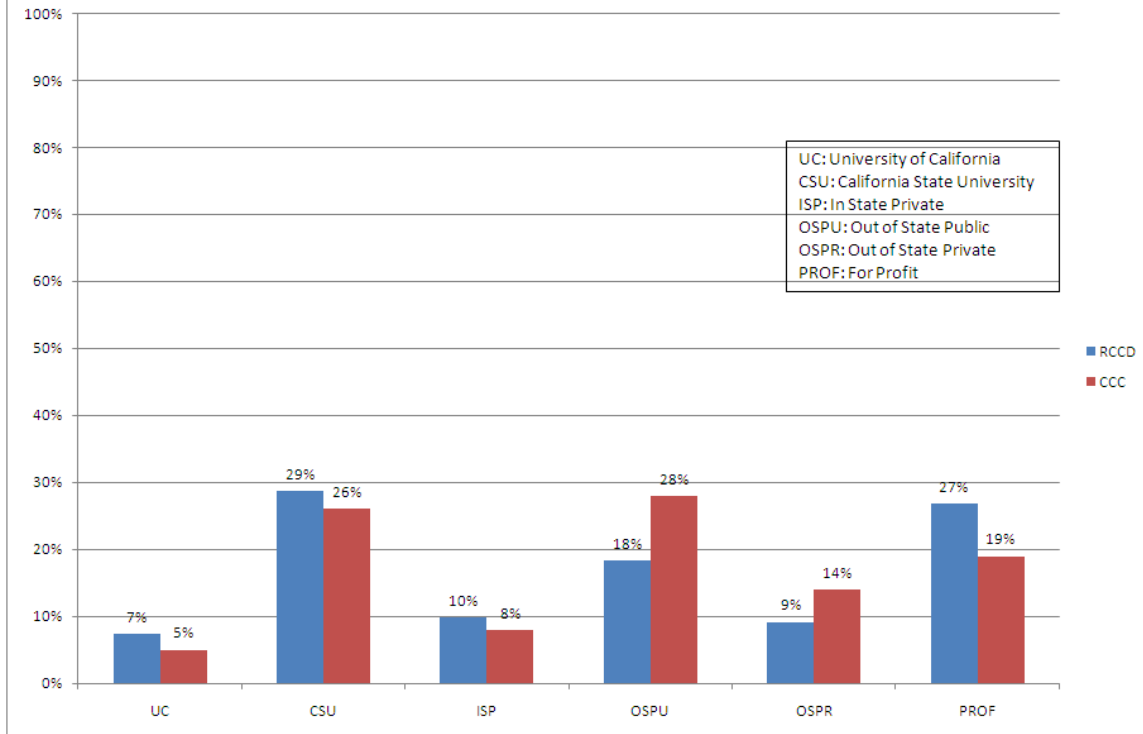


Figure 11: Transfer to For Profit Institutions by Ethnicity RCCD vs. CCC

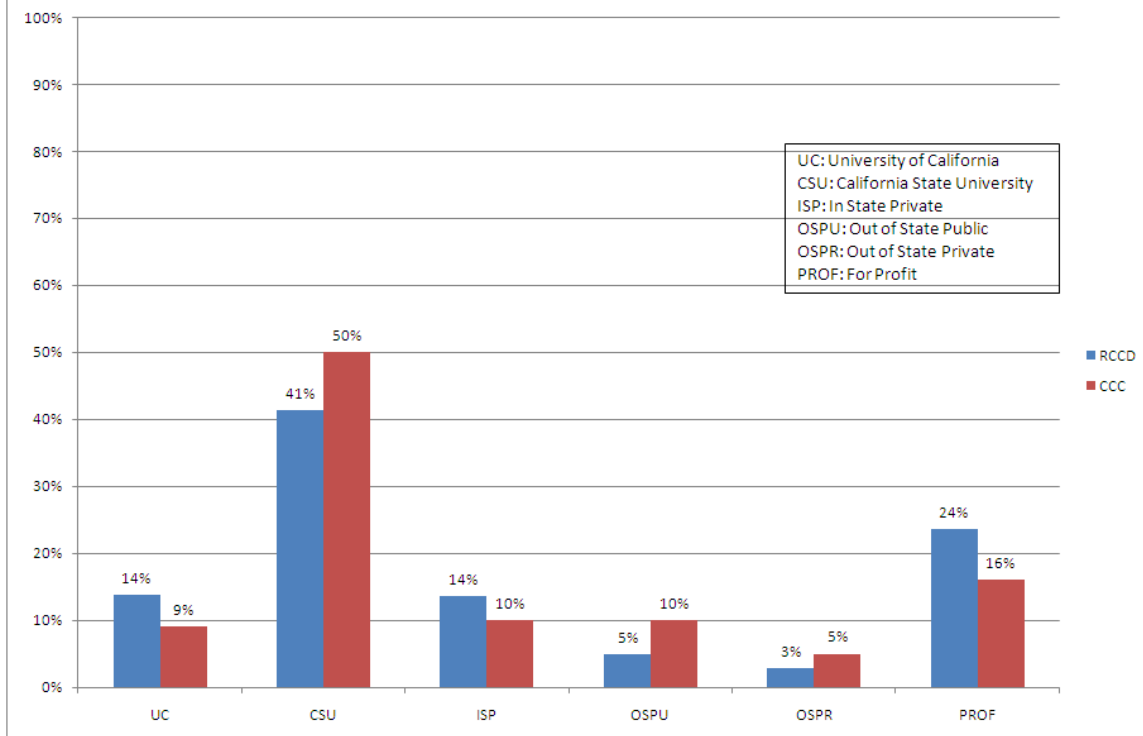




**Figure 14: Transfer Destination for Black Students
 RCCD vs. CCC**



**Figure 15: Transfer Destination for Hispanic Students
 RCCD vs. CCC**

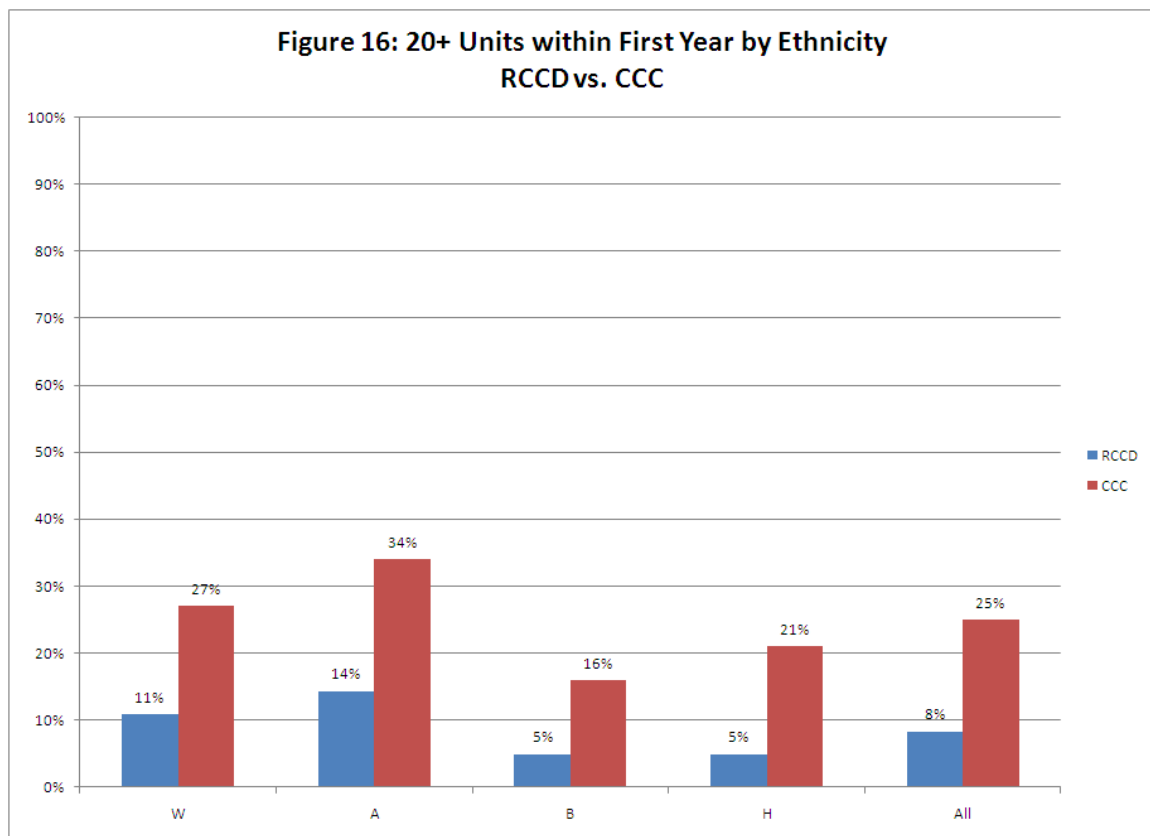


ENROLLMENT PATTERNS

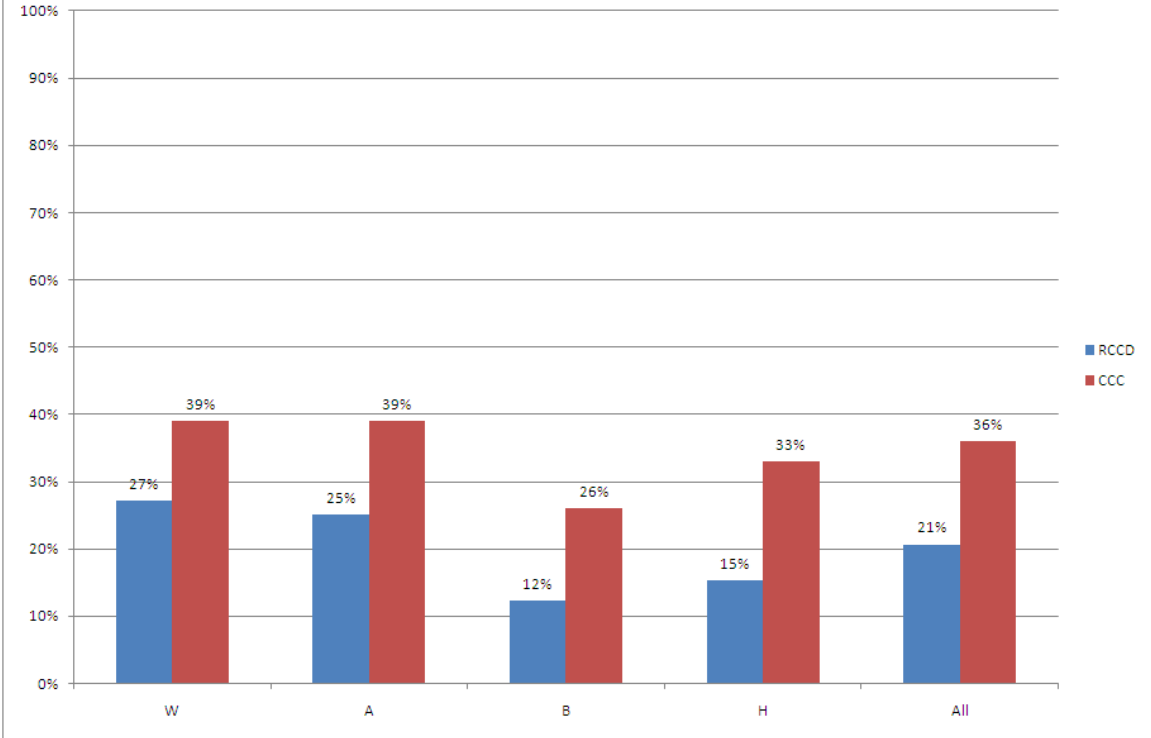
Several enrollment patterns that are associated with increased student completions were identified in DWF including the following:

- Completing 20 or more units in the first year
- Taking transfer-level math or English within the first 2 years of enrollment
- Avoiding excessive withdrawals (as measured by the percentage of credits completed)

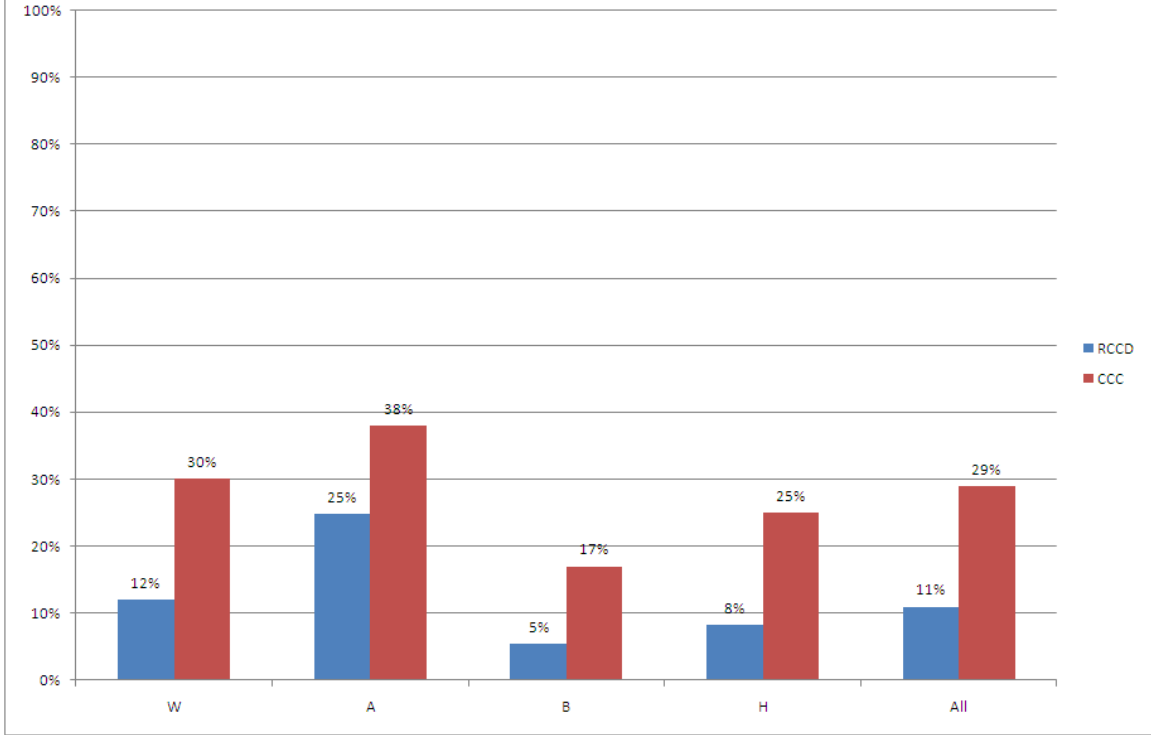
RCCD students trailed CCC students by a significant margin for completing 20 or more units in the first year or taking transfer-level English or math in the first 2 years (Figures 16, 17, and 18, respectively). However, RCCD students tend to have a higher rate of credit completion compared to other students in the CCC system (Figure 19).

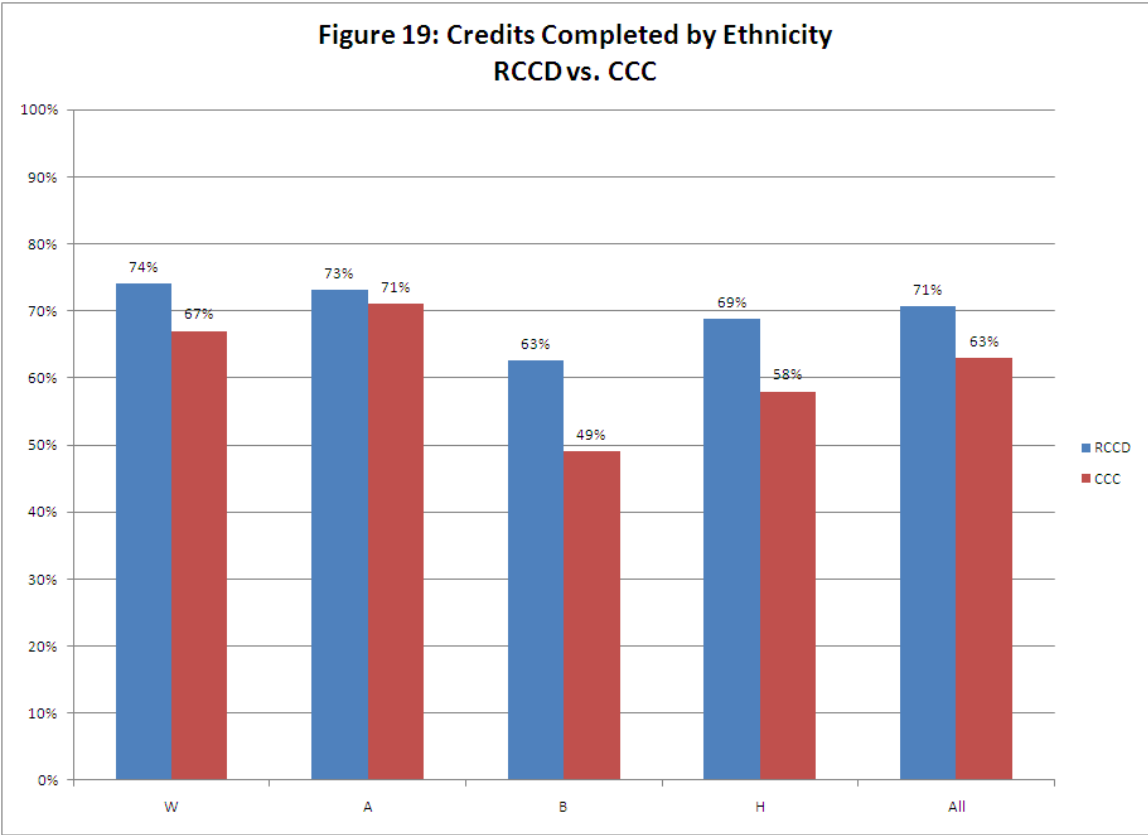


**Figure 17: Transfer Level English within First 2 Years by Ethnicity
RCCD vs. CCC**



**Figure 18: Transfer Level Math within First 2 Years by Ethnicity
RCCD vs. CCC**





RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND OPERATIONS COMMITTEE

Report No.: III-C-1

Date: February 22, 2011

Subject: Moreno Valley College Dental Education Center – Mitigated Negative Declaration

Background: An Environmental Initial Study/Mitigated Negative Declaration was completed by DUDEK in January 2011 for the Moreno Valley College Dental Education Center. Based upon staff's analysis and professional judgment the Final Initial Study/Mitigated Negative Declaration is in accordance with District Guidelines for implementing the California Environmental Quality Act (CEQA). The Initial Study was undertaken for the purpose of deciding whether the project would have a significant adverse effect on the environment. If no substantial evidence for such an effect exists, or if the potential effect can be reduced to a level of insignificance through project revisions, a Negative Declaration can be adopted.

On the basis of the Environmental Initial Study/Mitigated Negative Declaration staff has concluded that the project, with mitigation measures incorporated, will have no significant adverse effect on the environment and has therefore prepared a Mitigated Negative Declaration based on the following:

1. The proposed project is in conformance with the Riverside Community College District – Moreno Valley College Educational Master Plan (January 2008).
2. The proposed project is designed to protect public health, safety and general welfare.
3. The proposed project is compatible with present and future logical development of the area.
4. The Environmental Initial Study/Mitigated Negative Declaration has been prepared for the proposed project to document reasons to support the finding.
5. The Environmental Initial Study finds that the project with proposed mitigation will not have a significant effect on the environment and a Notice of Public Hearing and Notice to Adopt a Mitigated Negative Declaration should be posted.

The Environmental Initial Study/Mitigated Negative Declaration (Exhibit A) and the Mitigation Monitoring and Reporting Program (Exhibit B) are attached for the Board's review and consideration. The documents and any comments received constitute the record of proceedings on which these findings have been based and are located at the Riverside Community College District System Offices, 3845 Market Street, Riverside, California 92501. The custodian for these records is the Associate Vice Chancellor of Facilities, Planning and Development.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND OPERATIONS COMMITTEE

Report No.: III-C-1

Date: February 22, 2011

Subject: Moreno Valley College Dental Education Center – Mitigated Negative Declaration (continued)

Recommended Action: It is recommended that the Board of Trustees:

1. Adopt a Mitigated Negative Declaration based on the findings incorporated in the Initial Study and the conclusion that with the proposed mitigation measures, the project will not have a significant effect on the environment.
2. Approve the Moreno Valley College Dental Education Center Project, subject to the mitigation measures and conditions of approval based upon the findings and conclusions incorporated in the Environmental Initial Study/Mitigated Negative Declaration (Exhibit A) and the Mitigation Monitoring and Reporting Program (Exhibit B).
3. Approve the Associate Vice Chancellor of Facilities, Planning and Development to sign the Notice of Determination.
4. Direct staff to post the Notice of Determination and Mitigated Negative Declaration with the Riverside County Clerk's Office.
5. Direct staff to post the Notice of Determination in the Riverside Community College District Facilities, Planning and Development office.

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 and Development

Bart L. Doering, Director, Construction
Facilities Planning and Development

Exhibit A

**ENVIRONMENTAL INITIAL STUDY
and
MITIGATED NEGATIVE DECLARATION
for the
MARCH DENTAL EDUCATION CENTER**

Prepared for:



**3845 Market Street
Riverside, California 92501**
*Contact: Bart Doering, Capital Program Administrator
951.222.8962
Bart.Doering@rcc.edu*

Prepared by:

DUDEK
1650 Spruce Street, Suite 240
Riverside, California 92507
*Contact: Aaron Gettis, Esq.
951.300.2100 ext. 3714
agettis@dudek.com*

JANUARY 2011

TABLE OF CONTENTS

<u>Section</u>	<u>Page No.</u>
1.0 INTRODUCTION.....	1-1
1.1 California Environmental Quality Act Compliance	1-1
1.2 Public Review Process	1-1
1.3 Results of Public Review	1-2
2.0 SUMMARY OF FINDINGS	2-1
2.1 No Impact or Less than Significant Impact	2-1
2.2 Less than Significant Impact with Mitigation Incorporated	2-1
3.0 PROJECT DESCRIPTION	3-1
3.1 Background.....	3-1
3.2 Project Location and Environmental Setting	3-1
3.3 Project Purpose and Main Features.....	3-2
4.0 ENVIRONMENTAL INITIAL STUDY.....	4-1
4.1 Environmental Factors That Could Result in a Potentially Significant Impact... 4-3	4-3
4.2 Environmental Determination.....	4-3
4.3 Evaluation of Environmental Impacts	4-4
4.3.1 Aesthetics.....	4-6
4.3.2 Agricultural and Forest Resources.....	4-8
4.3.3 Air Quality	4-11
4.3.4 Biological Resources	4-18
4.3.5 Cultural Resources	4-21
4.3.6 Geology and Soils.....	4-25
4.3.7 Greenhouse Gas Emissions.....	4-29
4.3.8 Hazards and Hazardous Materials	4-32
4.3.9 Hydrology and Water Quality.....	4-38
4.3.10 Land Use and Planning	4-44
4.3.11 Mineral Resources	4-46
4.3.12 Noise	4-47
4.3.13 Population and Housing.....	4-52
4.3.14 Public Services.....	4-53
4.3.15 Recreation	4-56
4.3.16 Transportation and Traffic	4-57
4.3.17 Utilities and Service Systems.....	4-60
4.3.18 Mandatory Findings of Significance.....	4-64

<u>Section</u>	<u>Page No.</u>
5.0 LIST OF MITIGATION MEASURES.....	5-1
6.0 INFORMATIONAL SOURCES	6-1
7.0 LIST OF PREPARERS.....	7-1

APPENDIX

A Air Quality

LIST OF FIGURES

1 Regional Map.....	3-3
2 Vicinity Map	3-5
3 Site Map.....	3-7
4 Demolition Plan	3-9

LIST OF TABLES

4.3.3-1 Estimated Daily Maximum Construction Emissions (lbs/day unmitigated)	4-13
4.3.7-1 Estimated Construction Greenhouse Gas Emissions.....	4-30

ACRONYMS AND ABBREVIATIONS

AB	Assembly Bill
ADA	Americans with Disabilities Act
afy	acre-feet per year
amsl	above mean sea level
APN	Assessor's Parcel Number
BMP	best management practice
CA-91	California State Route 91
Caltrans	California Department of Transportation
CARB	California Air Resources Board
CCAR	California Climate Action Registry
CDC	California Department of Conservation
CEQA	California Environmental Quality Act
cf	cubic feet
cy	cubic yards
CH ₄	methane
City	City of Moreno Valley
CNEL	community noise equivalent level
CO	carbon monoxide
CO ₂	carbon dioxide
CO ₂ E	carbon dioxide equivalent
CWA	Clean Water Act
dB	decibel
EIR	Environmental Impact Report
EMWD	Eastern Municipal Water District
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
GHG	greenhouse gas
GIS	geographic information system
gpm	gallons per minute
I-15	Interstate 15
I-215	Interstate 215
IS	Initial Study

LOS	level of service
mgd	million gallons per day
MND	Mitigated Negative Declaration
MSHCP	Multiple Species Habitat Conservation Plan
N ₂ O	nitrous oxide
NO ₂	nitrogen dioxide
NO _x	nitrogen oxides
NPDES	National Pollutant Discharge Elimination System
O ₃	ozone
P	Public Facilities/Public District
PM ₁₀	respirable particulate matter
PM _{2.5}	fine particulate matter
PVC	polyvinyl chloride
RCCD	Riverside Community College District
RCFCWCD	Riverside County Flood Control and Water Conservation District
RCWMD	Riverside County Waste Management Department
RWQCB	Regional Water Quality Control Board
SCAB	South Coast Air Basin
SCAQMD	South Coast Air Quality Management District
sf	square feet
SO _x	sulfur oxides
SWPPP	Stormwater Pollution Prevention Plan
SWRCB	State Water Resources Control Boards
TAC	toxic air contaminant
UWMP	Urban Water Management Plan
VOC	volatile organic compound
WQMP	Water Quality Management Plan

1.0 INTRODUCTION

1.1 California Environmental Quality Act Compliance

This document serves as the Initial Study and Mitigated Negative Declaration (IS/MND) for the Moreno Valley College's March Dental Education Center proposed by the Riverside Community College District (RCCD) located within the City of Moreno Valley (City). This IS/MND has been prepared in accordance with the California Environmental Quality Act (CEQA), California Public Resources Code (Pub. Res. Code) Section 21000 et seq., and Title 14 of the California Code of Regulations (hereinafter, "State CEQA Guidelines"), Section 15000 et seq.

An initial study is prepared by a lead agency to determine whether a project may have a significant impact on the environment (State CEQA Guidelines, Section 15063(a)) and thereby to identify the appropriate environmental document to be prepared by the lead agency. The RCCD is the lead agency responsible for the review and approval of the proposed project. Based on the environmental evaluation contained in this Environmental IS, the RCCD has made the determination that an MND is the appropriate environmental document to be prepared in compliance with CEQA. Pursuant to Pub. Res. Code, Section 21064.5, an MND may be prepared for a project subject to CEQA when an "initial study has identified potentially significant effects on the environment, but (1) revisions in the project plans or proposals made by, or agreed to by, the applicant before the proposed negative declaration and initial study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effect on the environment would occur, and (2) there is no substantial evidence in light of the whole record before the public agency that the project, as revised, may have a significant effect on the environment."

This IS/MND has been prepared by the RCCD and is in conformance with State CEQA Guidelines, Section 15070(a). The purpose of the IS/MND is to determine any potentially significant impacts associated with the proposed project and incorporate mitigation measures into the project design as necessary to reduce or eliminate the potentially significant effects of the project.

1.2 Public Review Process

In reviewing the IS/MND, affected public agencies and the interested public should focus on the sufficiency of the document in identifying and analyzing the possible impacts on the environment, as well as ways in which the significant effects of the project are proposed to be avoided, reduced, or mitigated.

Comments can be made on the IS/MND in writing before the end of the comment period. The City has established a 30-day review and comment period in accordance with Section 15105(b) of the State CEQA Guidelines. Following the close of the public comment period, the RCCD

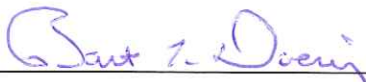
will consider the IS/MND and comments thereto in determining whether to approve the proposed project. Written comments on the IS/MND should be sent to the following address by the close of the comment period.

Bart Doering, Capital Program Administrator
Facilities Planning, Design, & Construction
Riverside Community College District
3845 Market Street
Riverside, California 92501
Bart.Doering@rcc.edu

1.3 Results of Public Review

- No comments were received during the public input period.
- Comments were received during the public input period, but they do not address the Draft Mitigated Negative Declaration findings or the accuracy or completeness of the Initial Study. No response is necessary. The letters are attached.
- Comments addressing the findings of the Draft Mitigated Negative Declaration and/or accuracy or completeness of the Initial Study were received during the public input period. The letters and responses are presented in this Final MND.

Copies of the Draft MND and any IS materials are available in the Riverside Community College District Headquarters at 3845 Market Street, Riverside, California 92501 for review, or for purchase at the cost of reproduction.



Bart Doering, Capital Program Administrator
Facilities Planning, Design, & Construction
Riverside Community College District



Date of Report

2.0 SUMMARY OF FINDINGS

The RCCD finds that the project would not have a significant adverse effect on the environment. Potentially significant effects have been identified, and mitigation measures have been incorporated to ensure that these effects remain below a level of significance. An MND is therefore proposed to satisfy the requirements of CEQA pursuant to the State CEQA Guidelines, Section 15000 et seq. and Pub. Res. Code, Section 21000 et seq.

2.1 No Impact or Less than Significant Impact

Based on the environmental discussion contained in Section 4.3 of this IS/MND, the RCCD has determined that the proposed project would have no impact, or a less than significant impact, in the following environmental issue areas:

- Aesthetics (Sec 4.3.1)
- Agricultural Resources (Sec 4.3.2)
- Air Quality (Sec 4.3.3)
- Biological Resources (Sec 4.3.4)
- Greenhouse Gas Emissions (Sec 4.3.7)
- Geology and Soils (Sec 4.3.6)
- Land Use and Planning (Sec 4.3.10)
- Mineral Resources (Sec 4.3.11)
- Population and Housing (Sec 4.3.13)
- Public Services (Sec 4.3.14)
- Recreation (Sec 4.3.15)
- Transportation and Traffic (Sec 4.3.16)
- Utilities and Service Systems (Sec 4.3.17).

2.2 Less than Significant Impact with Mitigation Incorporated

Based on the environmental discussion contained in Section 4.3 of this IS/MND, the RCCD has determined that impacts of the proposed project would be less than significant with mitigation incorporated in the following environmental issue areas:

- Cultural Resources (Sec 4.3.5)
- Hazards and Hazardous Materials (Sec 4.3.8)
- Hydrology and Water Quality (Sec 4.3.9)
- Noise (Sec 4.3.12)
- Mandatory Findings of Significance (Sec 4.3.18)

INTENTIONALLY LEFT BLANK

3.0 PROJECT DESCRIPTION

3.1 Background

The RCCD proposes to relocate their dental education program from the decommissioned portion of the March Air Reserve Base to the Moreno Valley Campus. The project will include the addition of 10 portables to be incorporated within the boundaries of the existing RCCD Moreno Valley College located at 16130 Lasselle Street in the City of Moreno Valley, California.

Currently, the site is paved with asphalt as part of Parking Lot C. In order to continue to improve the high quality teaching opportunities to students in the greater Moreno Valley area, the RCCD has determined that moving the program to the Moreno Valley Campus would further this goal.

3.2 Project Location and Environmental Setting

The proposed building site is located at the approximate corner of Lasselle Street and Cahuilla Drive on the existing Parking Lot C on the western border of the college. The north and east of the site is a mix of parking lots and campus structures. To the south is the Lasselle Elementary School and residential homes are located west of the site.

The project site includes the college Assessor's Parcel Number (APN) 308-030-002. Interstate 215, located west of the project site, and State Route 60, located north of the project site, provide regional access to the project site (Figure 1). The project site is located at the corner of Lasselle Street and Cahuilla Drive, with major site access from Cahuilla Drive in the City of Moreno Valley, California (Figure 2 and Figure 3). Immediate site access to that section of the parking lot already exists and will not need to be enlarged or improved.

The college has roughly 7,000 students and is nationally recognized for its academic programs in health science and public safety. The RCCD and associated Moreno Valley College confer associate degrees and act as a major feeder of students to traditional four-year colleges and universities. In this capacity, given the reduced enrollment at four-year colleges and universities and the increasing tuition at such institutions, the RCCD fulfills a critical role in providing students with needed education and skills. The college is relatively new, approximately 20 years old, and recently became accredited by the Accrediting Commission for Community and Junior Colleges of the Western Association of Schools and Colleges in October of 2009.

The existing site is slightly sloped, but relatively flat and entirely asphalted. The site is currently used for parking services as part of Parking Lot C within the college boundaries. Based on numerous geotechnical evaluations around the college, the site is predominantly underlain by undocumented artificial fill materials and alluvial soils consisting of reddish-brown silty to clayey sand with varying amounts of gravel, and granitic bedrock. The site has existing on site drainage that drains the parking lot that delivers the runoff to the Perris Valley Storm Drain system.

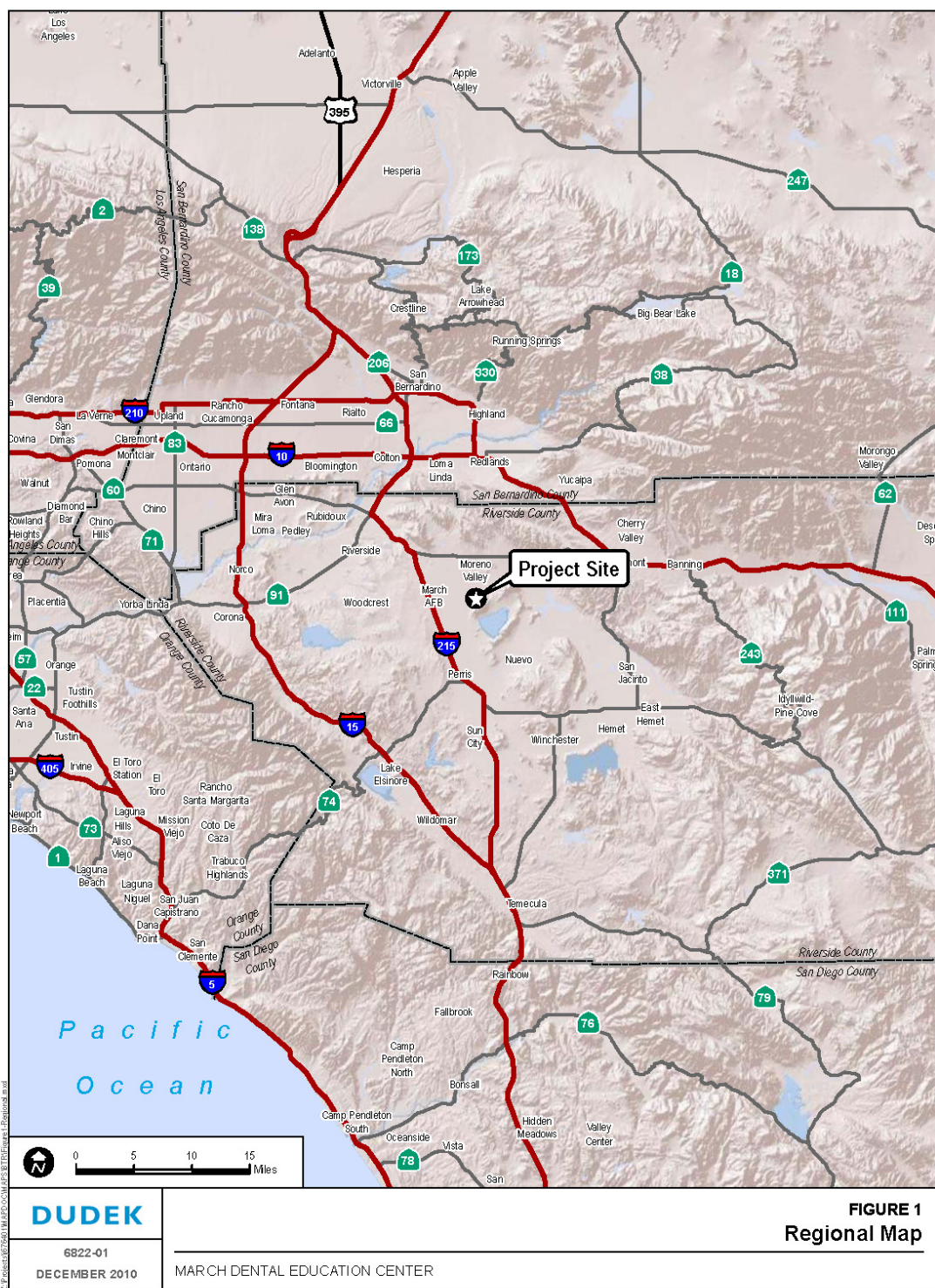
The majority of the surrounding community to the north, west, and south of the college boundaries are developed primarily for residential purposes. The area to the east of the college is comprised of land designated as Open Space by the City. The land beyond that area designated as Open Space is part of the Lake Perris State Recreational Area. Additionally, the College Park Fire Station is located just northwest of the college. The Lasselle Elementary School exists south of the southernmost border of the college.

The project site is designated under the City's General Plan as Public Facilities. Aside from the land designated as Open Space east of the college, the surrounding area north, west, and south of the site are designated as Residential, ranging from various densities from R5 (maximum of 5 units per acre) to R20 (maximum of 20 units per acre).

3.3 Project Purpose and Main Features

In order to further improve the project and education opportunities to the surrounding community, the RCCD is relocating the March Dental Education Center to the Moreno Valley College campus location in the City of Moreno Valley. The RCCD has determined that the proposed project is a necessary project to enhance existing student needs as well as planning for the future in order to continue to provide the City and region with superior educational opportunities for all students.

Figure 1 Regional Map



INTENTIONALLY LEFT BLANK

Figure 2 Vicinity Map

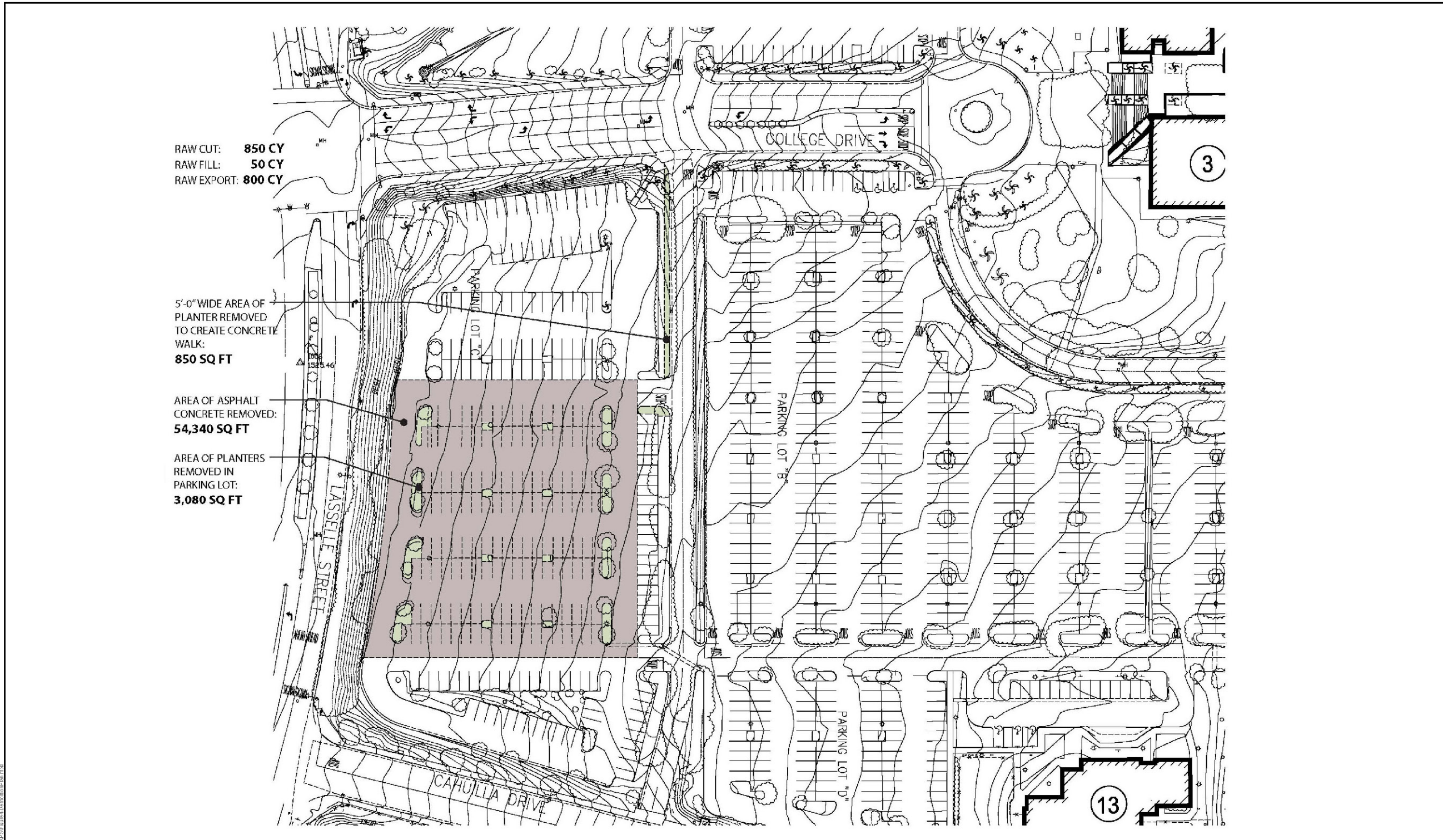


INTENTIONALLY LEFT BLANK

3.0 PROJECT DESCRIPTION



INTENTIONALLY LEFT BLANK



INTENTIONALLY LEFT BLANK

The key features of the project include the following details:

- The proposed project will include the incorporation of 10 portables to this portion of Parking Lot C at the Moreno Valley College. The project will remove the existing asphalt and incorporate the portables into the college campus. Some minor grading and irrigation for landscaping will be incorporated into the site. The portables are approximately 24 X 40 feet in size and will encompass approximately 17,760 square feet in area. Approximately 54,340 square feet of asphalt and concrete will need to be removed from the site in order to grade the site for appropriate placement of the portables and to incorporate the structures into the college's surroundings. A total of 113 parking stalls will be permanently removed from the site.

The proposed project will have numerous access points from the college and sufficient parking is already provided on-site. The present facility is designed to handle about 90 students (40 Dental Hygiene, 30 Dental Assistants, and about 20 Dental Laboratory technologists). The RCCD has secured grants with a commitment to expand the enrollment and the new facility at the Moreno Valley College should accommodate about 120 students (60 Dental Hygiene, 40 Dental Assistants, and 20 Dental Laboratory Technologists).

The existing parking lot is already lighted and the addition of the new program will not increase any lighting impacts in the surrounding area. Regardless, as needed the RCCD will ensure appropriate use of shielding to reduce any potential impacts related to nighttime glow as well as glare. The anticipated hours of operation for the program would follow typical college hours, running from approximately 6:00 a.m. to 10:00 p.m. The portable structures will be incorporated into the college campus in order to provide a consistent design and aesthetic balance with the other existing campus structures. Further, while some existing ornamental landscaping will need to be removed consisting primarily of existing small palm trees in order to create a dedicated concrete pathway to the site, the RCCD will incorporate into the design approximately 4,400 square feet of decorative planters into the design of the portable structures to further integrate the portables into the campus.

Typical equipment utilized during construction will include bulldozers, haul trucks, and graders. The site will be graded and it is anticipated that approximately 850 cubic yards of cut will be generated and 50 cubic yards of fill needed. Therefore, 800 cubic yards of fill will need to be exported from the site. This corresponds to approximately 40 haul trucks required to remove this amount of cut from the project site. The bulk of the asphalt and concrete removed from the site will stay within the campus boundaries to be used as riprap for various RCCD projects.

The overall benefits of the project include the following:

- The program already exists at the March base location. In order to expand and improve the program, the RCCD will relocate the dental program to the Moreno Valley College.

This will further centralize the teaching opportunities on the existing college campus, adding greater opportunities for students and staff.

- Locating the program on the existing college campus will reduce the need for students and staff to potentially travel between the college and the previous location at the March reserve base location.
- The project will provide new facilities in order to improve the level of education as well as the number of students, which is particularly important given the existing and proposed future need for health care professionals.

Due to the previous use of the project site by the college and the presence of existing infrastructure within the site, including electrical, sewer, and stormwater facilities, sufficient capacity for domestic water, electricity, and sewer is reasonably expected. The project is not anticipated to create a large amount of waste, nor will it consume large amounts of water during either construction or operations. Based on the site engineering and design plans, the RCCD will construct all necessary infrastructure extensions of existing lines to the site in order to meet any water, electrical, and sewer demands for the project. Any potential impacts related to such infrastructure are anticipated to be minimal. The RCCD will also install any necessary fire service with backflow device lines and fire hydrants to ensure a reliable and appropriate water source exists on site for firefighting purposes. Existing fire department connections already exist along both Lasselle Street and Cahuilla Drive, as well as within the existing college campus. In addition, the RCCD will pay any applicable connection fees and monthly usage charges that may be required for the use of such utilities. The RCCD will also determine whether additional electrical connections, meters, or infrastructure is required to meet the electrical demand of the project.

4.0 ENVIRONMENTAL INITIAL STUDY

1. Project Title:

March Dental Education Center

2. Lead Agency Name and Address:

Riverside Community College District
3845 Market Street
Riverside, California 92501

3. Contact Person and Phone Number:

Bart Doering, Capital Program Administrator
951.222.8962
Bart.Doering@rcc.edu

4. Project Location:

The project site is located at 16130 Lasselle Street, on the existing Parking Lot C at the corner of Lasselle Street and Cahuilla Drive in the City of Moreno Valley, California.

5. Project Sponsor's Name and Address:

Riverside Community College District
3845 Market Street
Riverside, California 92501

6. General Plan Designation:

Public Facilities (P)

7. Zoning:

Public District (P)

8. Description of Project:

The proposed project will relocate the existing dental education program at the March Air Reserve Base to the Moreno Valley College, which will include the incorporation of 10 portables to a portion of the existing Parking Lot C at the Moreno Valley College in Moreno Valley, California. The present facility is designed to handle about 90 students (40 Dental Hygiene, 30 Dental Assistants, and about 20 Dental Laboratory technologists). The RCCD

has secured grants with a commitment to expand the enrollment and the new facility at the Moreno Valley College should accommodate about 120 students (60 Dental Hygiene, 40 Dental Assistants, and 20 Dental Laboratory Technologists). The project will remove the existing asphalt and incorporate the portables into the college campus. Some minor grading and irrigation for landscaping will be incorporated into the site. The portables are approximately 24 X 40 feet in size and will encompass approximately 17,760 square feet in area. Approximately 54,340 square feet of asphalt and concrete will need to be removed from the site in order to grade the site for appropriate placement of the portables and to incorporate the structures into the college's surroundings. A total of 113 parking stalls will be permanently removed from the site.

9. Surrounding Land Uses and Setting:

The Moreno Valley College site is surrounded on three sides by predominantly residential uses. The entire eastern boundary of the college is dedicated as open space. Land use designations around the site include R5 (Residential: Maximum 5 units per acre), R10 (Residential: Maximum 10 units per acre), R20 (Residential: Maximum 20 units per acre), and OS (Open Space). The college itself is designated as P (Public Facilities).

10. Other public agencies whose approval is required:

None.

4.1 Environmental Factors That Could Result in a Potentially Significant Impact

The environmental factors listed below are not checked because the proposed project would not result in a “potentially significant impact” after mitigation has been included as indicated by the checklist on the following pages and supported by substantial evidence provided in this document.

- | | | |
|--|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Geology/Soils |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards and Hazardous Materials | <input type="checkbox"/> Hydrology/Water Quality |
| <input type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Noise |
| <input type="checkbox"/> Population/Housing | <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Transportation/Traffic | <input type="checkbox"/> Utilities/Services Systems | <input type="checkbox"/> Mandatory Findings of Significance |
| <input checked="" type="checkbox"/> None with Mitigation | | |

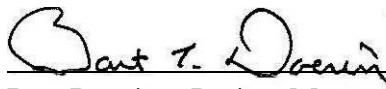
4.2 Environmental Determination

On the basis of this initial evaluation:

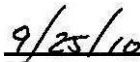
- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described in Sections 4.3 and summarized in Section 5.0 have been incorporated into the project. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has

been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



Bart Doering, Project Manager
Riverside Community College District



Date

4.3 Evaluation of Environmental Impacts

1. A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
4. “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analyses,” as described in (5) below, may be cross-referenced).

5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. State CEQA Guidelines, section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a. Earlier Analysis Used. Identify and state where they are available for review.
 - b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c. Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources. A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project’s environmental effects in whatever format is selected.
9. The explanation of each issue should identify:
 - a. The significance criteria or threshold, if any, used to evaluate each question.
 - b. The mitigation measure identified, if any, to reduce the impact to less than significant.

4.3.1 Aesthetics

Environmental Issues <i>Would the project:</i>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day- or night-time views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a) *Have a substantial adverse effect on a scenic vista?*

Less than Significant Impact. The Scenic Resources section of the *City of Moreno Valley General Plan (2006)* recognizes the importance of certain vista points within the City. The major aesthetic resources within the study area include views of the mountain as well as southerly views to the valley. The *City of Moreno Valley General Plan* states the major scenic resources within Moreno Valley are visible along State Route 60. According to the City's General Plan, as well as specific site visits of the college, there are no scenic vistas in the immediate area, and the proposed project will not significantly impact any local views of the area. The proposed site will be visible from Lasselle Street, however the structures are single story and will be incorporated into the existing site in order to blend with the surrounding college. Further, the entire length of Lasselle Street along this section of the college is screened with eighteen-foot trees that will further reduce any view of the project site.

Current views of the project site are of an existing surface parking lot. There are no unique visual resources in the specific area that would be impacted by the proposed project. Development of the new portable structures would not result in a substantial increase in bulk or scale compared to the surrounding college structures and would not block any scenic views of surrounding hillsides or ridgelines. Therefore, implementation of the proposed project would result in a less than significant impact on a scenic vista.

Mitigation Measure(s)

No mitigation measures are required.

- b) ***Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?***

No Impact. According to the California Department of Transportation (2009), there are no officially designated or eligible state scenic highways located adjacent to or near the project site. The closest segments of state scenic highway are CA-74, located a significant distance south of the project site. Implementation of the proposed project would not impact scenic resources within a state scenic highway.

Mitigation Measure(s)

No mitigation measures are required.

- c) ***Substantially degrade the existing visual character or quality of the site and its surroundings?***

Less than Significant Impact. As discussed under a) above, the existing visual site consists of a surface parking lot. The addition of single-story portable structures will not substantially degrade the visual character of the existing site. The structures will be designed to integrate into the existing surroundings and would not negatively impact the overall aesthetic qualities of the existing college campus. Approximately 4,400 square feet of new planters will be incorporated into the site to improve the visual quality of the new program and incorporate the site into the existing college campus. Much of the site is already screened from the surrounding community via trees that run along the boundary of the parking lot and Lasselle Street. Overall, the visual contrast will be minimal and impacts would be less than significant.

Construction activities would cause short-term visual quality impacts to nearby residents, motorists, and college users. Due to the temporary nature of changes in visual character and quality resulting from construction, impacts are expected to be less than significant.

Mitigation Measure(s)

No mitigation measures are required.

- d) ***Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?***

No Impact. The proposed project would result in the addition of lighting for the actual portable structures. However, under the existing conditions, the entire site for parking is already illuminated for such uses. In no way will the addition of these structures add to any impacts related to glare of light that would adversely affect either daytime or nighttime views in the area. The project will comply with the City's Municipal Code

(2009), Sections 19.10.110 (Light and Glare) and 19.08.100 (Lighting), which require that all lights be directed, oriented, and shielded to prevent light from shining onto adjacent residential properties. Additionally, as directed by the City’s Municipal Code, on site lighting will not exceed .5 foot-candle beyond the property line and shall not blink, flash, oscillate, or be of unusually high intensity or brightness. Lighting will conform to the City’s requirements regarding coverage, intensity, and adherence to the City’s Municipal Code. No impacts are anticipated.

Mitigation Measure(s)

No mitigation measures are required.

4.3.2 Agricultural and Forest Resources

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state’s inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project. Forest carbon measurement methodology is provided in the Forest Protocols adopted by the California Air Resources Board (CARB).

Environmental Issues <i>Would the project:</i>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

- a) ***Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?***

No Impact. The proposed project does not contain Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, and the property is not designated for agricultural resources as shown on Figure 2-2 or Figure 4-1 of the *City of Moreno Valley General Plan* (2006). According to the Farmland Mapping and Monitoring Program of the California Resource Agency, the project and its vicinity are classified as “Urban and Built-up Land” (California Department of Conservation 2008). This classification applies to land occupied by structures and is used for residential, industrial, commercial, construction, institutional, and other developed purposes, and is not applied to Prime Farmland, Unique Farmland, or Farmland of State or Local Importance. Therefore, no impacts would result.

Mitigation Measure(s)

No mitigation measures are required.

- b) ***Conflict with existing zoning for agricultural use, or a Williamson Act contract?***

No Impact. The project site is currently designated as Public Facilities (P) under the City’s General Plan and zoned as Public District, which is not an agricultural zoning designation. The Public Facilities and District designations purpose and intent is to provide for the conduct of public and institutional activities, including providing protected designated areas for public and institutional facilities (City of Moreno Valley 2009). In addition, the project site is not subject to any Williamson Act contracts. Therefore, no impacts would result.

Mitigation Measure(s)

No mitigation measures are required.

- c) *Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?*
- d) *Result in the loss of forest land or conversion of forest land to non-forest use?*
- e) *Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?*

No Impact. As described in responses (a) and (b) above, no portion of the project is located within or adjacent to existing agricultural areas, nor would facilities necessary for project implementation or operation result in any impacts to ongoing agricultural operations or the conversion of farmland to non-agricultural use. According to Figure 2-2 and Figure 4-1 of the *City of Moreno Valley General Plan*, open space areas exist to the east of the eastern border of the college. While the General Plan discusses the use of open space for some agricultural or forest resource purposes (Section 4.2.3, Open Space for the Production of Resources), open space devoted to such purposes only encompasses today a small amount of land within the City and does not exist in or around the college area. Moreover, the proposed project site is not located within a zoning area for forest land or timberland, and the project will not have any impact on any forest land or timber production. The site is zoned for public facilities, and no agricultural land or timberland will be physically impacted in any way. Therefore, conversion of existing farmland or forest land to non-agricultural or non-forest uses would not occur due to the proposed project; the project will not result in the loss of any forest land; and the proposed project will not conflict with any zoning provisions for either agriculture or forest land and timberland. There will be no impact on such resources.

Mitigation Measure(s)

No mitigation measures are required.

4.3.3 Air Quality

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Environmental Issues <i>Would the project:</i>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

a) *Conflict with or obstruct implementation of the applicable air quality plan?*

Less than Significant Impact. For reference purposes, details for the proposed project air quality assessment, including modeling and calculations, are included as Appendix A of the IS/MND.

The South Coast Air Quality Management District (SCAQMD) is the regional agency responsible for the regulation and enforcement of federal, state, and local air pollution control regulations in the South Coast Air Basin (SCAB), where the proposed project is located. The SCAQMD sets forth quantitative emission significance thresholds below which a project would not have a significant impact on ambient air quality. Refer to Appendix A for more information regarding significance thresholds and background air quality.

Construction of the proposed project would result in a temporary addition of pollutants to the local airshed caused by soil disturbance, dust emissions, and combustion pollutants from on-site construction equipment during demolition and removal of existing pavement, as well as from off-site trucks hauling construction materials. The transport of the portables from the manufacturer to the Moreno Valley Campus would also result in pollutant emissions generated by off-site trucks. Fugitive dust emissions (respirable particulate matter (PM₁₀)) would be minimized with the incorporation of standard construction measures and adherence with the SCAQMD rules and requirements.

Emissions from the construction phase of the project were estimated using the URBEMIS 2007, Version 9.2.4, land use and air emissions model and emission factors from the SCAQMD (SCAQMD 2008).

For the purposes of modeling, it is assumed that construction of the proposed project would commence in summer 2011 and would last approximately 3 weeks. Construction would consist of two construction phases: demolition (2 weeks) and mass grading (1 week). The equipment mix, which includes equipment type, horsepower, and hours of operation, anticipated for construction activity was based on URBEMIS 2007 default data for typical construction practices and is described in Appendix A. The equipment mix is meant to represent a reasonably conservative estimate of project construction activity. To account for dust control measures in the calculations, it was assumed that the active sites would be watered at least three times daily, resulting in a reduction of approximately 61%, to comply with Rule 403.

New portables would be delivered to the project site from the manufacturer, Silver Creek, located at 195 E. Morgan Street, Perris, California, approximately 4.71 miles south of the college campus. For the purposes of this analysis, it is assumed that the 10 portables would be delivered in 2 days with 5 portables delivered each day. Additional assumptions regarding the delivery of the portables were based on a reasonable scenario given the project details, as presented here and in Appendix A.

The portables would be delivered by a heavy-heavy-duty diesel truck (HHDT). It is assumed that additional vehicles would travel behind or near the HHDTs hauling the portables as a general safety precaution to warn nearby drivers of an oversized load on the roadway. Each portable would require one HHDT round-trip and one associated safety vehicle round-trip. Air pollutant emissions generated during transport of the portables to the project site were calculated based on the round-trip travel distance (9.42 miles), trips per day per vehicle, and the SCAQMD emissions factors for HHDTs and delivery trucks, respectively, (2008) measured in pounds per mile per vehicle. The portables would be delivered to the college campus after site preparation is complete.

Table 4.3.3-1, Estimated Daily Maximum Construction Emissions, shows the estimated maximum unmitigated daily construction emissions associated with the construction of the proposed project. Maximum daily emission would occur because of the onsite construction emissions during site preparation for the portables.

**Table 4.3.3-1
 Estimated Daily Maximum Construction Emissions
 (lbs/day unmitigated)**

Construction Activity	VOC	NO _x	CO	SO _x	PM ₁₀	PM _{2.5}
Site Preparation	2.89	23.87	13.08	0.01	9.20	2.53
Delivery of Portables	0.25	2.52	1.32	0.00	0.11	0.10
Maximum Daily Emissions	2.89	23.87	13.08	0.01	9.20	2.53
<i>Pollutant Threshold</i>	<i>75</i>	<i>100</i>	<i>550</i>	<i>150</i>	<i>150</i>	<i>55</i>
Threshold Exceeded?	No	No	No	No	No	No

Source: URBEMIS 2007; SCAQMD 2010.
 See Appendix A.

As shown in Table 4.3.3-1, daily construction emissions would not exceed the thresholds for VOC, NO_x, CO, SO_x, PM₁₀, or PM_{2.5}. As such, the proposed project would result in a less-than-significant impact.

The SCAQMD recommends the evaluation of localized NO₂, CO, PM₁₀, and PM_{2.5} impacts because of construction activities to sensitive receptors in the immediate vicinity of the project site. The proposed project would not result in substantial onsite pollutant emissions that would have the potential to affect residences located north, west, and south of the college or sensitive receptors at Lasselle Elementary School located south of the college. As such, site-specified localized significance impact analysis would not be necessary to determine that the proposed project would have a less-than-significant impact on sensitive receptors in the vicinity of the project site.

Operation of the proposed project would produce VOC, NO_x, CO, SO_x, PM₁₀ and PM_{2.5} emissions from area sources, which include space heating, and motor vehicle trips associated with community college students, staff, and faculty. As the project consists of continued operation of the dental education program, and would not result in a change of use or a substantial increase in intensity of use, it would not result in new regional air emissions.

The project would accommodate an increase in future enrollment of the dental program from 90 students to 120 students. It is reasonable to assume that current students at the college or prospective students in the regional vicinity of the college would occupy the majority of additional enrollment openings. For current students that attend classes at the community college and the existing dental program at the March Air Reserve Base, there is a potential for reduced vehicle miles traveled, as these students may not have to travel off-campus to attend dental school classes. Similarly, future students that desire to take courses offered by the RCCD and the dental program could make one daily round-trip to the college for school activities. As the expanded admission opportunities would not likely result in substantial increased vehicular operational emissions, impacts would be less than significant.

Area emissions may result from energy use required for space and water heating for the proposed portables. Although not specified, it is reasonable to assume that the portables would be serviced by electrical utilities. As stated above, the proposed project consists of continued operation of the March dental program, though relocated from the reserve air base to the Moreno Valley College. The proposed project site would utilize new portables, which would operate at a greater energy efficiency compared to the existing, older portables currently utilized by the dental program at the air base. The new portables would most likely include insulated walls and windows and other energy saving design features. The proposed project would not result in a substantial increase in area source emissions and could potentially reduce emissions associated with improved structural design and energy efficiency; therefore, operational impacts would be less than significant.

The applicable air quality plan for the project area is SCAQMD's 2007 Air Quality Management Plan (AQMP). The AQMP is based on growth forecasts by the Southern California Association of Governments (SCAG) for the region, and it incorporates measures to meet state and federal requirements. The significance of this air quality impact is based on the degree to which the project is consistent with SCAG's growth forecasts. If a project is consistent with growth forecasts and its resulting impacts are anticipated in the AQMP, then project emissions would be considered less than significant. Growth forecast in the AQMP is based on approved general plans, community plans, and redevelopment plans.

The types and quantities of construction equipment that would be used for the proposed project would be typical of the industry and would not be of sufficient magnitude in quantity to exceed those assumptions used in the preparation of construction equipment emissions in the AQMP. Because the AQMP has accounted for construction-related emissions, construction emissions generated by the Proposed Project would be consistent with those included in the emissions inventory of the AQMP and, therefore, would be consistent with construction-related emissions projected in the AQMP.

Operation of the new dental program at the college would not differ substantially from that of the current facility at the March Air Reserve Base. Therefore, due to absence of any substantial increase in operational emissions compared to existing conditions, the proposed project would not conflict with the AQMP.

The analysis illustrates that the proposed project will not cause substantial emissions to be released either during project construction or during operation of the proposed building and that such emissions would not conflict with or obstruct implementation of the AQMP. Impacts are therefore less than significant.

Mitigation Measure(s)

No mitigation measures are required.

- b) *Violate any air quality standard or contribute substantially to an existing or projected air quality violation?***

Less than Significant Impact. Refer to response (a) above. The proposed project would not result in significant emissions that would violate or contribute substantially to an existing or projected air quality violation. This potential impact would be less than significant.

Mitigation Measure(s)

No mitigation measures are required.

- c) *Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?***

Less than Significant Impact. In analyzing cumulative impacts from the proposed project, the analysis must specifically evaluate a project's contribution to the cumulative increase in pollutants for which the SCAB is listed as nonattainment for the NAAQS or CAAQS. If the proposed project does not exceed thresholds and is determined to have less-than-significant project-specific impacts, it may still have a cumulatively considerable impact on air quality if the emissions from the project, in combination with the emissions from other proposed or reasonably foreseeable future projects, are in excess of established thresholds. However, the project would only be considered to have a cumulative impact if the project's contribution accounts for a significant proportion of the cumulative total emissions.

PM₁₀ and PM_{2.5} emissions associated with construction generally result in near-field impacts. As discussed above under response (a), the emissions of all criteria pollutants, including PM₁₀ and PM_{2.5}, would be well below the significance levels. Construction would be short-term and consistent with the size and scale of the proposed project. Construction activities required for the implementation of the proposed project would be considered minor and not intensive. It is unlikely that construction would be conducted for the proposed project at the same time and in the same general vicinity as other major construction projects given the surrounding nature of the already built environment as well as the dedicated open space tied to the Lake Perris State Recreational Area. Therefore, project construction is not anticipated to result in a cumulatively significant impact on air quality.

With regard to cumulative impacts associated with O₃ precursors, in general, if a project is consistent with the community and general plans, it has been accounted for in the O₃ attainment demonstration contained within the State Implementation Plan. As such, it would not cause a cumulatively significant impact on the ambient air quality for O₃. The proposed relocation of the dental program would not generate new regional air pollutant emissions; therefore, the proposed project would not result in a cumulatively significant impact on O₃ concentrations.

As a result, implementation of the proposed project would not result in any cumulatively considerable impacts to air quality.

Mitigation Measure(s)

No mitigation measures are required.

d) *Expose sensitive receptors to substantial pollutant concentrations?*

Less than Significant Impact. Air quality problems arise when the rate of pollutant emissions exceeds the rate of dispersion. Reduced visibility, eye irritation, and adverse health impacts upon those persons termed sensitive receptors are the most serious hazards of existing air quality conditions in the area. Some land uses are considered more sensitive to changes in air quality than others, depending on the population groups and the activities involved. People most likely to be affected by air pollution, as identified by the California Air Resources Board (CARB), include children, the elderly, athletes, and people with cardiovascular and chronic respiratory diseases. Sensitive receptors include residences, schools, playgrounds, childcare centers, athletic facilities, long-term health care facilities, rehabilitation centers, convalescent centers, and retirement homes.

The greatest potential for toxic air contaminant (TAC) emissions during construction would be diesel particulate emissions from heavy equipment operations and heavy-duty trucks and the associated health impacts to sensitive receptors. The nearest sensitive receptors are single-family residences to the north, west, and south of the project site and Lasselle Elementary School located south of the college. Health effects from carcinogenic air toxics are usually described in terms of cancer risk. The SCAQMD recommends an incremental cancer risk threshold of 10 in 1 million. "Incremental Cancer Risk" is the likelihood that a person continuously exposed to concentrations of TACs resulting from a project over a 70-year lifetime will contract cancer based on the use of standard risk-assessment methodology. The project would not require the extensive use of heavy-duty construction equipment, which is subject to a CARB Airborne Toxics Control Measure for in-use diesel construction equipment to reduce diesel particulate emissions, and would not involve extensive use of diesel trucks. The construction period for proposed project would total less than one month, after which project-related TAC

emissions would cease. Thus, the proposed project would not result in a long-term (i.e., 70 years) source of TAC emissions. No residual TAC emissions and corresponding cancer risk are anticipated after construction. As such, the exposure of project-related TAC emission impacts to sensitive receptors during construction would be less than significant.

Mitigation Measure(s)

No mitigation measures are required.

e) ***Create objectionable odors affecting a substantial number of people?***

Less than Significant Impact. Odors are a form of air pollution that is most obvious to the public. Odors can present significant problems for both the source and surrounding community. Although offensive odors seldom cause physical harm, they can be annoying and cause concern.

Construction Odor Impacts. Potential sources that may emit odors during construction activities include diesel equipment and gasoline fumes. Odors from these sources would be localized and generally confined to the project site. The release of potential odor-causing compounds would tend to be during the work day, when many residents would not be at home. The proposed project would utilize typical construction techniques in compliance with SCAQMD rules. Additionally, the odors would be temporary. As such, proposed project construction would not cause an odor nuisance, and odor impacts would be less than significant.

Operational Odor Impacts. Land uses and industrial operations that are associated with odor complaints include agricultural uses, wastewater treatment plants, food-processing plants, chemical plants, composting, refineries, landfills, dairies and fiberglass molding. The proposed project entails the operation of an educational facility, specifically a dental school, which would not likely result in odor emissions. As such, project operations would result in a less-than-significant odor impact.

Mitigation Measure(s)

No mitigation measures are required.

4.3.4 Biological Resources

<i>Environmental Issues</i> <i>Would the project:</i>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) <i>Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) <i>Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) <i>Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) <i>Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) <i>Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) <i>Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

- a) ***Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?***

No Impact. The proposed project site is not known to contain habitat for any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service. There is no on site vegetation that will be impacted as the entire site is currently asphalt. The area around the site has been primarily developed for residential and college uses. The proposed project will not interfere with any open space or potential species in that area given the location of the proposed structure within the boundaries of the existing college. Therefore, no impacts would result.

Mitigation Measure(s)

No mitigation measures are required.

- b) *Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?***

No Impact. Refer to response (a) above. No riparian habitat or other sensitive natural communities exist on the project site. The entire site is currently paved and utilized for surface parking. Moreover, as discussed previously, the site does not support any other sensitive natural communities and will not interfere with any such communities. Therefore, no impacts on riparian habitat or other sensitive natural community would occur.

Mitigation Measure(s)

No mitigation measures are required.

- c) *Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?***

No Impact. Refer to response (a) above. No federally protected wetlands as defined from Section 404 of the Clean Water Act exist on the project site. Implementation of the proposed project would not result in impacts to any wetlands within the project vicinity. Moreover, the construction or operation of the proposed project will have no off-site or downstream impacts to protected wetlands. No impacts to federally protected wetlands are anticipated to occur.

Mitigation Measure(s)

No mitigation measures are required.

- d) *Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites?***

No Impact. The entire site is paved and utilized as for surface parking. As a result, no impacts would occur, and the proposed project will not interfere substantially with the movement of any native resident or migratory fish or wildlife species and will not interfere with established wildlife corridors or nursery sites.

Mitigation Measure(s)

No mitigation measures are required.

- e) ***Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?***

No Impact. Title 9, Planning and Zoning, of the City's Municipal Code contains policies regarding street trees and vegetation (City of Moreno Valley 2009, Chapters 9.14 and 9.17). Currently, as designed, the proposed project will only be removing existing asphalt and approximately 850 square feet of decorative planters at the site, which is primarily comprised of ornamental palm trees. The removal of the existing ornamental landscaping would not violate any of these provisions. Additionally, any future landscape planting would conform to the City's Municipal Code. No additional local policies or ordinances protecting biological resources would apply. No impact would result.

Mitigation Measure(s)

No mitigation measures are required.

- f) ***Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?***

No Impact. The proposed project does not conflict with an adopted habitat conservation plan, natural community conservation plan, or any other locally approved regional or state habitat conservation plans. The Western Riverside Multiple Species Habitat Conservation Plan (MSHCP) (County of Riverside 2003) is the adopted local habitat conservation plan for this area of western Riverside County. The area falls within the Reche Canyon/Badlands Area Plan; however, the proposed project is not located within an existing cell, cell group, proposed habitat core, or wildlife linkage (City of Moreno Valley 2006b, Figure 5.9-4). While the Lake Perris State Recreational Area exists east of the college boundary, in no way would this proposed project impact that recreational area or the open space identified on Figure 2-2, Land Use, or Figure 4-1, Open Space, of the *City of Moreno Valley General Plan*. Additionally, while the area located east of the college boundary has been identified as public/quasi-public (PQP) lands pursuant to the MSHCP, the proposed project will not negatively impact that land, and no part of the college has been identified a PQP lands. The RCCD will pay any required MSHCP and Stephens' kangaroo rat (*Dipodomys stephensi*) fees applicable to the proposed project. No other approved local, regional, or state habitat conservation plans would apply to the project area. Therefore, no impacts would occur.

Mitigation Measure(s)

No mitigation measures are required.

4.3.5 Cultural Resources

Environmental Issues <i>Would the project:</i>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion

- a) ***Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?***

No Impact. The *City of Moreno Valley General Plan Environmental Impact Report (EIR)* (2006b) provides a listing of historic resource inventory structure on Table 5.10-1, along with Figure 5.10-1 that illustrates their exact location on a map. The closest structure to the proposed project is in the Moreno Community, located northeast of the project site on Alessandro Boulevard. According to the Conservation Element of the City’s General Plan (2006a), there are no historic sites located at or around the project area. Section 7.2.2 of the General Plan states there are no sites within the Moreno Valley study area listed as a state landmark or any sites listed on the National Register of Historic Places. The project will also not interfere with any of the City designated landmarks such as The Old Moreno Valley Schoolhouse located on the northwest corner of Alessandro Boulevard and Wilmot Street or the First Congregational Church of Moreno, built in 1891.

As discussed in the State CEQA Guidelines, Section 15064.5, a historic resource need not only include such resources already identified as being listed on the California Register of Historic Resources, but it may include such resources deemed by the lead agency to be eligible of such a listing. It can be a structure, building, place, or area that may have been associated with an event or person, or it may represent distinctive characteristics of a type, period, region, or method of construction; or it may reveal additional information important to our understanding of history. Thus, there is any number of potential qualities that would identify an area as a potential historic resource. Regardless, the proposed project is not located within any identified historic districts and will not impact any

identified or potentially eligible historic resources in the area or areas of potential historic value. No historic structures will be removed from the proposed project site, and the proposed project will not damage any area of particular historic value. Due to the lack of historic resources in and around the project site, no impacts are anticipated.

Mitigation Measure(s)

No mitigation measures are required.

b) *Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?*

Less than Significant Impact with Mitigation Incorporated. According to the Conservation Element of the City's General Plan, in 1987 the Archaeological Research Unit of the University of California conducted an inventory of archaeological sites within the City of Moreno Valley. It found 168 recorded sites, the majority of which were located in surrounding hillsides. Most of the identified artifacts related to milling and food processing by native peoples, likely ancestors of the Luiseno and Cahuilla Indian tribes that were the first inhabitants of the greater area. The inventory also found rock art and the remains of an adobe structure. According to the General Plan EIR, over 190 potential sites exist within the City. As stated in the EIR, in order to organize the sites into a meaningful and useful pattern, the City created "complexes" that typically contained one or more habitation areas and scattered milling stations. Figure 5.10-2 of the General Plan EIR illustrates these complexes and their location throughout the City. The two closest "complexes" to the proposed project appear to be the Wolfskill Ranch North and the Wolfskill Ranch West complexes, the latter being the closest to the college.

The General Plan EIR states that the Wolfskill Ranch North complex appears to have four habitation areas with a number of milling features and stations, midden (typically a domestic refuse heap), and rock paintings and pictographs. The closer of the two complexes (Wolfskill Ranch West) is comprised of a habitation area and 19 additional milling stations. These complexes have been primarily preserved by the City's decision to designate these areas as Open Space.

According to a number of preliminary geotechnical evaluations prepared for projects in the similar area, artificial fill materials as well as alluvial soil locally underlie much of the college campus. The undocumented fills are likely associated with previous grading across the project site when the site was originally graded as part of the overall campus development in 1990. Although unlikely given the existing grading of the site that has already taken place, grading activities do have the potential to impact any unknown cultural resources at the site.

The proposed site, as previously discussed has been graded, scraped, and asphalted. The area is highly disturbed, and no archaeological resources are anticipated to be located on site. In addition, the proposed project will not impact the existing Wolfskill Ranch complexes. However, despite the anticipated less than significant impact finding, given the unknown potential for buried resources to be located typically during grading activities, Mitigation Measure CR-1 will be implemented. Implementation of this measure will be consistent with the mitigation provided in the General Plan EIR and will minimize or eliminate potential impacts to unknown archaeological resources that may be buried underneath the project site. Impacts would therefore be less than significant with mitigation incorporated.

Mitigation Measure(s)

CR-1: In the event that archaeological resources or sites containing human remains or artifacts are inadvertently discovered during construction activities (including grading), all construction work shall be halted in the vicinity of the discovery until the Riverside Community College District can contact a registered professional archaeologist to visit the site of discovery and assess the significance and origin of the archaeological resource. If the resource is determined to be of Native American origin, the appropriate Native American tribe shall be consulted. Treatment of encountered archeological resources and sites may include monitoring, resource recovery, and documentation. For any human remains discovered, the county coroner will be contacted, and all procedures shall comply with California Health and Safety Code, Section 7050.5, and Public Resources Code, Section 5097.98.

c) ***Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?***

Less than Significant Impact with Mitigation Incorporated. As indicated on Figure 5.10-3 of the General Plan EIR, the project site is located in an area determined to be of low potential for paleontological resources. Yet, a search of the County of Riverside's land information system identified the area as having a High B, which corresponds to a high potential or sensitivity for such resources (County of Riverside 2010). The City's General Plan EIR states that the Moreno Valley area contains sedimentary rock with the potential to contain such resources and which may be subject to significant impacts during ground disturbance. However, it also found that much of the area is covered by recent alluvium that overlies such sedimentary rock of the Mt. Eden and San Timoteo Formations and that typical excavation depths for most developments would not likely penetrate such depths to reach these resources. Additionally, according to the General

Plan EIR, the areas of the highest potential for paleontological resources are located within the hills in the Badlands planning area.

As discussed under b) above, due to the potential to encounter unknown resources during grading activities, implementation of Mitigation Measure CR-2 is required. By retaining a qualified paleontologist to monitor for these resources if inadvertently discovered, the RCCD will ensure that a proper inspection of exposed surfaces is conducted to determine if fossils are present and that appropriate treatment of any paleontological resources is implemented. Impacts would therefore be less than significant with mitigation incorporated.

Mitigation Measure(s)

CR-2: In the event that paleontological resources are inadvertently discovered during construction activities (including grading), all construction work shall be halted in the vicinity of the discovery until a qualified paleontologist retained by the Riverside Community College District can visit the site and assess the significance of the potential paleontological resource. Specifically, the qualified paleontologist shall conduct on-site paleontological monitoring for the project site to include inspection of exposed surfaces to determine if fossils are present. The monitor shall have authority to divert grading away from exposed fossils temporarily in order to recover the fossil specimens.

d) *Disturb any human remains, including those interred outside of formal cemeteries?*

Less than Significant Impact with Mitigation Incorporated. Refer to the response to b) above. There is no indication that development on the project site would disturb any human remains; however, the potential exists to uncover human remains during grading. Although unlikely, the discovery of human remains would be a potentially significant impact without mitigation.

Due to the potential to uncover human remains during grading activities, implementation of Mitigation Measure CR-1 is required. By ceasing all construction work in the vicinity of any potential discovery of human remains until a registered professional archaeologist can visit the site of discovery and assess the significance and origin of the archaeological resource, as well as contacting the county coroner and complying with required state law regarding the discovery of human remains, any potential impacts related to human remains will be substantively reduced. Impacts would therefore be less than significant with mitigation incorporated.

Mitigation Measure(s)

Implement Mitigation Measure CR-1.

4.3.6 Geology and Soils

Environmental Issues <i>Would the project:</i>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a) ***Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:***

i) ***Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.***

Less than Significant Impact. According to the *City of Moreno Valley General Plan EIR (2006a)*, the City lies primarily on bedrock known as the Perris Block. This structural unit is located within the Peninsular Range Geomorphic Province, one of the major geologic provinces of Southern California. The Perris Block is a large mass of granitic rock generally bounded by the San Jacinto Fault, the Elsinore Fault, the Santa Ana River, and a non-defined southeast boundary. The

nearest fault zone is the San Jacinto Fault, which is located approximately 5 miles northeast of the project site. This fault zone has experienced significant activity in the recent geologic past. Additionally, the San Andreas Fault is located approximately 16 miles northeast of the site. According to the City's General Plan and the General Plan EIR, the site is not located within an existing fault zone, and no faults appear to run under the project area (City of Moreno Valley 2006b, Figure 6-3, Geologic Faults & Liquefaction; City of Moreno Valley 2006a, Figure 5.6-2, Seismic Hazards). No active or potentially active fault is known to exist at the project site, nor is the site situated within an Alquist-Priolo Earthquake Fault Zone, a State of California Special Studies Zone, or a County of Riverside designated fault zone.

Upon review of a number of geotechnical investigation prepared for various projects at the college campus by Leighton Consulting, Inc., the site is not located over any known faults and is not located near a pressure ridge or within a current State of California designated Earthquake Fault Zone, and the potential for future surface rupture of active faults on site is considered to be very low. Additionally, the portable structures are constructed offsite and must meet specific building and seismic requirements upon fabrication. Therefore, damage resulting from surface rupture or fault displacement is not expected at the project site. Impacts are considered less than significant.

Mitigation Measure(s)

No mitigation measures are required.

ii) *Strong seismic ground shaking?*

Less than Significant Impact. Because the project site is located in seismically active Southern California, it is subject to moderate to severe ground shaking in the event of a major earthquake along any of the active faults in the region. The known regional active faults that could produce the most significant ground shaking at the site include the San Jacinto, San Andreas, and the Elsinore-Glen Ivy faults. The closest fault to the site appears to be the San Jacinto fault roughly 8 kilometers (5 miles) away from the site. The site, however, does not possess any greater seismic risk than that of the surrounding developments. The portable structures will be designed according to specific seismic standards in accordance with the Uniform Building Code guidelines, and as a result structural damage resulting from ground shaking would be less than significant. Additionally, while a specific geotechnical evaluation has not been completed for the site, prior to incorporating the portables into the project site, a full evaluation will be

completed and grading and attachment of the units will need to be appropriately designed prior to occupancy.

Mitigation Measure(s)

No mitigation measures are required.

iii) *Seismic-related ground failure, including liquefaction?*

Less than Significant Impact. Liquefaction is the loss of soils strength or stiffness due to a buildup of pore-water pressure during strong ground shaking activity and is typically associated with loose, granular, and saturated soils. While a geotechnical report has not been completed, according to both the City's General Plan and the Riverside County Land Information System, the site is designated as having a low liquefaction potential. Therefore, the potential for liquefaction, or other effects of liquefaction including lateral spreading or induced settlement, is considered low and any potential impacts are anticipated to be less than significant. Regardless, prior to incorporation of the portables on site, a full geotechnical evaluation should be completed as needed based upon requirements related to these portable structures.

Mitigation Measure(s)

No mitigation measures are required.

iv) *Landslides?*

No Impact. The site is not located near any areas that would create the potential for damage related to landslides. The project site is located within the existing developed college campus and no hillsides or other such geologic features exist to create a risk related to landslides. The project will only require minimal grading and no steep slopes will be created to cause undue risks during construction. No impacts are anticipated.

Mitigation Measure(s)

No mitigation measures are required.

b) *Result in substantial soil erosion or the loss of topsoil?*

Less than Significant Impact with Mitigation Incorporated. Construction activities such as grading may have the potential to cause soil erosion or the loss of topsoil. As required in Mitigation Measure HYD-1 related to BMPs and HYD-2 in Section 4.3.8 the grading

and erosion control plan will include erosion control measures such as silt fencing and sand bagging to prevent on- and off-site erosion. Additional erosion control measures may be used as appropriate depending on field conditions to prevent erosion and/or the introduction of dirt, mud, or debris into existing public streets and/or onto adjacent properties during construction. As part of the plan, topsoil will be stockpiled and covered on the project site for reuse.

Short-term erosion effects during the construction phase of the project would be prevented through implementation of BMPs and a grading and erosion control plan as provided in Mitigation Measure HYD-1 and HYD-2, which would incorporate BMPs to reduce project-related hydrology and water quality impacts. The BMPs provided in the WQMP prepared for the project would prevent the discharge of pollutants that could contaminate nearby water resources and cause erosion, thereby addressing both short- and long-term erosion impacts. Impacts would therefore be less than significant with mitigation incorporated.

Mitigation Measure(s)

Implement Mitigation Measure HYD-1 and HYD-2.

- c) *Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?*

Less than Significant Impact. Refer to responses (a) (i) through (a) (iv) regarding the risk of strong seismic shaking, lateral spreading, landslides, subsidence, and liquefaction. While a preliminary geotechnical report has not yet been completed, evaluating numerous other reports for recent projects located on the campus illustrate that much of the campus is locally underlain by artificial fill materials, alluvial soils, and granitic bedrock. Only minimal grading is anticipated and the site will be appropriately evaluated and designed to ensure the suitable use of these portable structures on site. Therefore, impacts are anticipated to be less than significant.

Mitigation Measure(s)

No mitigation measures are required.

- d) *Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?*

Less than Significant Impact. Refer to response a) through c) above. Based upon a number of preliminary geotechnical reports performed on campus, the proposed project is

not anticipated to be located on expansive soils that would create a substantial risk to life or property. Regardless, the RCCD will ensure that the site and underlying fill is appropriately designed to ensure any impacts related to expansive soils remain less than significant and therefore, impacts would be less than significant.

Mitigation Measure(s)

No mitigation measures are required.

- e) ***Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?***

No Impact. Implementation of the proposed project would not result in the need for a septic tank or alternative wastewater disposal system. Future development would connect to the public sewer system where adequate sewer capacity is anticipated. No impact would result.

Mitigation Measure(s)

No mitigation measures are required.

4.3.7 Greenhouse Gas Emissions

Environmental Issues <i>Would the project:</i>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

- a) ***Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?***

Less than Significant Impact. Global climate change is a cumulative impact, and a project participates in this potential impact through its incremental contribution combined with the cumulative increase of all other sources of greenhouse gases (GHGs). There are currently no established thresholds for measuring the significance of a project’s cumulative contribution to global climate change; however, all reasonable efforts should be made to minimize a project’s contribution to global climate change.

While the proposed project would result in emissions of GHGs during construction and operation, no guidance exists to indicate what level of GHG emissions would be considered substantial enough to result in a significant adverse impact on global climate. However, it is generally the case that an individual project is of insufficient magnitude by itself to influence climate change or result in a substantial contribution to the global GHG inventory. Thus, GHG impacts are recognized as exclusively cumulative impacts; there are no non-cumulative GHG emission impacts from a climate change perspective. Accordingly, further discussion of the project’s GHG emissions and their impact on global climate are addressed below.

Construction of the proposed project would result in GHG emissions, which are primarily associated with use of off-road construction equipment and vehicles and on-road construction and worker vehicles. In addition, delivery of the portables from the manufacturer to the project site would result in GHG emissions. The URBEMIS 2007 model was used to calculate the annual CO₂ emissions based on the construction scenario described in Section 4.3.3 Air Quality and Appendix A. The model results were adjusted to estimate CH₄ and N₂O emissions in addition to CO₂. The CO₂ emissions from off-road equipment, on-road trucks, and off-site delivery trucks, which are assumed by URBEMIS 2007 to be diesel fueled, were adjusted by a factor derived from the relative CO₂, CH₄, and N₂O for diesel fuel as reported in the California Climate Action Registry’s (CCAR) *General Reporting Protocol* for transportation fuels and the GWP for each GHG. The CO₂ emissions associated with construction worker trips were multiplied by a factor based on the assumption that CO₂ represents 95% of the CO₂E emissions associated with passenger vehicles (EPA 2005). The results were then converted from annual tons per year to metric tons per year. Table 4.3.7-1, Estimated Construction Greenhouse Gas Emissions, presents construction emissions for the proposed project in the year 2011 from off-road equipment, on-road trucks, employee vehicles, and off-site delivery trucks.

**Table 4.3.7-1
 Estimated Construction Greenhouse Gas Emissions**

	MT CO ₂ E/year
Construction Year 2011	
Off-Road Equipment	8.7
On-Road Trucks	5.9
Employee Vehicles	1.0
Off-site Delivery Trucks (Portable Transport)	0.2
Total for 2011	15.8*

Source: URBEMIS 2007. See Appendix A for complete results
 MT/year = metric tons per year. 1 metric ton = 1.1023 tons
 *Total reflects sum of rounded numbers.

As shown above, the estimated total GHG emissions during construction would be 15.8 metric tons of CO₂E in the year 2011.

Similar to the analysis presented in Section 4.3.3, Air Quality, the proposed project is not anticipated to generate significant operational GHG emissions associated with direct or indirect area sources (space heating and cooling), power generation, or vehicular traffic generated by students, staff, and faculty of the dental program. As the proposed project consists of continued operation of the program, the project would not result in new GHG emissions.

While global climate change is, by definition, a cumulative environmental impact and the impacts of climate change on California human and natural systems would also be substantial, there currently is no agreed-upon methodology to adequately identify, under CEQA, when project-level GHG emissions contribute considerably to this cumulative impact.

For comparative purposes, the proposed project's contribution to the State's total emissions (484 million metric tons CO₂ equivalent, including out-of-state electrical generation, in 2004 [CARB 2007]) would be less than 0.00004% in 2011 during the construction phase of the project. As the project would not generate new operational GHG emissions, the project would not result in additional annual contributions to the State's total emissions. In addition, the proposed project will be subject to many of the measures to be adopted pursuant to the AB 32 Scoping Plan, including but not limited to GHG emission standards for passenger vehicles and light trucks, the Low Carbon Fuel Standard, and more stringent energy conservation standards.

The Moreno Valley College instituted a Green Initiative as part of a District-wide effort aimed at establishing environmentally sensitive and sustainable practices across the RCCD campuses. Five sub-committees focus on greening of the campus and curriculum, green outreach, resource and energy conservation, and fundraising. The resource and energy conservation sub-committee's role is to develop recommendations and guidelines that will facilitate a reduction in electricity usage, utilization of recycled water, incorporation of solar panels as an energy source, and plantings of drought-resistant vegetation. Implementation of these campus-wide green strategies and design guidelines will result in reductions of GHG emissions generated by college operation, and thus, will help reduce the Moreno Valley College campus's contribution to global climate change.

While all sources of GHG emissions contribute to some extent to global climate change, the amount of GHG emissions generated by the proposed project will not likely impede or conflict with the State's ability to achieve the goals of AB 32. Accordingly, the proposed project would not result in a cumulatively considerable contribution, and the

project would result in less than significant construction and operational impacts on global climate change.

Mitigation Measure(s)

No mitigation measures are required.

b) *Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?*

Less than Significant Impact. Refer to answer (a) and the discussion in Section 4.3.3 regarding air quality. The amount of GHG emissions generated by the proposed project will not likely impede or conflict with the state’s ability to achieve the goals of AB 32. Accordingly, the proposed project would not result in a cumulatively considerable contribution, and the project would result in a less than significant impact on global climate change. The proposed project will not conflict with any plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs.

Mitigation Measure(s)

No mitigation measures are required.

4.3.8 Hazards and Hazardous Materials

Environmental Issues <i>Would the project:</i>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

- a) *Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?*

Less than Significant Impact. Construction activities on the project site would not result in the routine transport of, emission, or disposal of hazardous materials, and no acutely hazardous materials would be used on site during project construction. All activities involving toxic, flammable, or explosive materials (including refueling construction vehicles and equipment) will be conducted with adequate safety and fire suppression devices readily accessible on the project site, as specified by the City’s fire department and per the Uniform Building Code.

Relatively small amounts of commonly used hazardous substances, such as gasoline, diesel fuel, lubricating oil, grease, and solvents would be used on site for construction and maintenance. These materials would be transported and handled in accordance with all federal, state, and local laws regulating the management and use of hazardous materials. Consequently, use of these materials for their intended purpose would not pose a significant risk to the public or environment. Once construction is complete, fuels and other petroleum products would no longer remain on site. The transport, use, or disposal of hazardous materials would be limited to common hazardous materials. Although limited quantities of these hazardous materials (e.g., cleaning agents, paints and thinners, fuels, insecticides, and herbicides) will potentially be used during both construction and operation of the proposed project, these activities generally do not entail the use of such substances in quantities that would present a significant hazard to the public or the environment. There are no anticipated hazardous chemicals or materials required as part of the dental teaching activities that would result in any particular risks or hazards to the surrounding area. Impacts are considered to be less than significant.

Mitigation Measure(s)

No mitigation measures are required.

- b) *Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?*

Less than Significant Impact with Mitigation Incorporated. As described in response (a) above, construction activities on the project site would involve the transport of gasoline and other materials to the site during construction. Relatively small amounts of commonly used hazardous substances, such as gasoline, diesel fuel, lubricating oil, grease, and solvents would be used on site for construction and maintenance. The materials alone and use of these materials for their intended purpose would not pose a significant risk to the public or environment; however, accidental spills of hazardous materials during construction could potentially result in soil contamination or water quality impacts. To minimize/eliminate fuel spillage, all construction vehicles will be adequately maintained and equipped. All equipment maintenance work, including refueling, will occur off site or within the designated construction staging area. All potentially hazardous construction waste, including trash, litter, garbage, other solid wastes, petroleum products, and other potentially hazardous materials, will be removed to a hazardous waste facility permitted to treat, store, or dispose of such materials. Once construction is complete, fuels and other petroleum products would no longer remain on site.

By incorporating the project design features described above, developing a hazardous materials management plan as provided for in Mitigation Measure HAZ-1, and implementing BMPs to address the accidental spillage of hazardous materials as provided for in Mitigation Measure HYD-1, potential hazards to the public or the environment resulting from foreseeable upset or accidental conditions related to hazardous materials will be substantially minimized or eliminated. Impacts would therefore be less than significant with mitigation incorporated.

Mitigation Measure(s)

HAZ-1: Prior to approval of final construction plans, a hazardous materials management plan for the construction phase of the proposed project shall be created. The plan shall identify all hazardous materials that will be present on any portion of the construction site, including, but not limited to, fuels, solvents, and petroleum products. A contingency plan shall be developed to identify potential spill hazards, how to prevent their occurrence, and how to address any spills that may occur. The plan shall also identify materials that will be on site and readily accessible to clean up small spills (i.e., spill kit, absorbent pads, and shovels). The hazardous materials management plan shall be included as part of all contractor specifications and final construction plans to the satisfaction of the Riverside Community College District.

Implement Mitigation Measure HYD-1.

- c) ***Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?***

Less than Significant Impact. Lasselle Elementary School is located south of the proposed project site. As noted in response (a) and (b), limited amounts of hazardous materials could be used during construction and operation of the project, including the use of standard construction materials (e.g., lubricants, solvents, and paints), cleaning and other maintenance products (used in the maintenance of buildings, pumps, pipes, and equipment), diesel and other fuels (used in construction and maintenance equipment and vehicles), and the limited application of pesticides associated with any landscaping. These materials would be transported and handled in accordance with all federal, state, and local laws regulating the management and use of hazardous materials. None of these activities would result in the routine transport of, emission, or disposal of hazardous materials, and no acutely hazardous materials would be used on site during construction or operation of the project.

While construction equipment will release emissions including diesel particulate matter, given the distance from the school and the small scale of the proposed project, this would be a less than significant impact (see Air Quality, Section 4.3.3). All construction activity would be performed in compliance with City regulations, and compliance with these regulations would ensure that the general public would not be exposed to any unusual or excessive risks related to hazardous materials during construction on the project site. Impacts would be less than significant. All equipment maintenance work, including refueling, will occur off site or within the designated construction staging area. All potentially hazardous construction waste, including trash, litter, garbage, other solid wastes, petroleum products, and other potentially hazardous materials, will be removed to a hazardous waste facility permitted to treat, store, or dispose of such materials. Once construction is complete, fuels and other petroleum products would no longer remain on site, and the use of the site for student activities and office space would not release any hazardous materials or emissions that would negatively affect the school.

Mitigation Measure(s)

No mitigation measures are required.

- d) ***Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or environment?***

No Impact. As indicated on Figure 5.5-1 of the *City of Moreno Valley General Plan EIR*, the project site is not located on a hazardous waste site (City of Moreno Valley 2006a, Figure 5.5-1, Hazardous Materials Sites). The site has been vacant and no previous land uses warrant additional hazardous evaluations. The closest hazardous waste handlers are located along Perris Blvd, a distance of over 3.5 miles from the college site. Therefore, the project would not result in a significant hazard to the public or to the environment. While no impacts are anticipated due to contaminated soils on the project site, if contaminated soils are located during the course of construction for the proposed project, all standard hazardous remediation and removal procedures would be followed. No impacts related to on-site hazardous materials are anticipated.

Mitigation Measure(s)

No mitigation measures are required.

- e) ***For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?***

No Impact. The proposed project site is located approximately 2 miles east of the March Air Reserve Base area of flight operations. However, as identified on Figure 6-5 of the City's General Plan, the site is not located within an Accident Potential Zone (City of Moreno Valley 2006b, Section 6.10). No impacts would result.

Mitigation Measure(s)

No mitigation measures are required.

- f) ***For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?***

No Impact. The proposed project is not located within the vicinity of a private airstrip. No impacts would result.

Mitigation Measure(s)

No mitigation measures are required.

g) ***Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?***

Less Than Significant Impact. Implementation of the proposed project would not result in an interference with any existing emergency response plan or emergency evacuation plan. The major roadway to access the site is via Lasselle Street and Cahuilla Drive, with additional access to the college campus from College Drive and Krameria Avenue. While not identified in the City's General Plan as a major evacuation route, Lasselle Street would likely act as a major thoroughfare for the immediate area under such circumstances since it travels south to Ramona Expressway, as well as numerous roads towards the north of the campus towards Highway 60. Neither the construction nor operations of the proposed project would interfere substantially with the use of Lasselle Street and is not anticipated to result in any actions that would impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. Multiple entry and evacuation routes would remain at the college and any potential impacts are anticipated to be less than significant.

Mitigation Measure(s)

No mitigation measures are required.

h) ***Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?***

Less than Significant Impact. The proposed project is located in an area where urban development currently exists and is not susceptible to the threat of fire from wildlands. While Figure 5.5-2 of the General Plan EIR (2006a) does identify areas of substantial wildfire risk east of the college primarily around the open areas of Lake Perris, the proposed project itself is not located within a fire hazard area. Additionally, numerous access points to the college exist, and the College Park Fire Station is located due north of the college. Less than significant impacts would result.

Mitigation Measure(s)

No mitigation measures are required.

4.3.9 Hydrology and Water Quality

Environmental Issues <i>Would the project:</i>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially alter the existing drainage pattern of area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h) Place within a 100-year flood hazard area structures, which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a) *Violate any water quality standards or waste discharge requirements?*

Less than Significant Impact with Mitigation Incorporated. Currently the site drains to existing storm drains from the parking lot. The proposed project will not increase the level of runoff to this site as opposed to the existing conditions and will actually reduce some the key sources of potential waste discharge by eliminating around 113 existing parking spaces. Much of the runoff generated on site during storm events merely collects on the parking lot until such time as the water evaporates. The proposed project will improve this existing design to incorporate improved storm drains to reduce this amount

of pooling water. Ultimately, water that enters the existing on site storm drains will drain to the Kitching Channel, a large open channel that drains in a southerly direction to the Perris Valley Storm Drain and ultimately to the San Jacinto River Watershed. The RCCD has numerous ongoing projects around the college that will improve the existing stormwater drainage system, including enhanced stormwater catch basins, channels, and chambers to capture and filter water prior to entering the municipal storm drain system.

During construction, gasoline, diesel fuel, lubricating oil, grease, and solvents may be used on the project site. Although only small amounts necessary to maintain the construction equipment will be on site at any one time, accidental spills of these materials during construction could potentially result in water quality impacts. In addition, soil loosened during grading or miscellaneous construction materials or debris could also degrade water quality if mobilized and transported off site via water flow. As construction activities may occur during the rainy season or during a storm event, construction of the project could result in impacts to water quality without implementation of appropriate BMPs.

Once operational, the primary source of pollutants will be from the small amount of employee service cars helping maintain the site and potential deliveries to the building, as well as potential sources of trash from people utilizing the site and cars parking around the new program. Potential pollutants of concern for a commercial project would include trash and debris, oil and grease, organic compounds, and heavy metals. In addition, the following are considered potential pollutants due to incorporation of landscaping into the site design: sediment, nutrients, oxygen demanding substances, bacteria and viruses, and pesticides. However, only approximately 4,400 square feet of contained planters are proposed for the site, which represents a minimal amount of landscaping incorporated into the final design.

The project will improve the existing on site drainage as needed during the final design to reduce on site pooling of water and will not increase the amount of runoff or pollutants from the site beyond the existing conditions. In fact, the project will likely reduce on site pollutants with the elimination of approximately 113 parking spaces that currently exist. The planters will be designed to contain any runoff or pesticides as may be required and the portables will not increase the amount of impervious surface beyond what already exists.

By incorporating site, source, and treatment control BMPs into the project, implementing BMPs to address the accidental spillage of hazardous materials as provided for in Mitigation Measure HYD-1, and preparing a grading and erosion control plan as required in Mitigation Measure HYD-2, the project would be consistent with the City's water quality and waste discharge requirements. Impacts would therefore be less than significant with mitigation incorporated.

Mitigation Measure(s)

To reduce potentially significant water quality impacts related to construction and operation of the proposed project, the following mitigation is provided:

HYD-1: Best management practices shall be incorporated into the final construction and design plans to be reviewed and approved by the Riverside Community College District and shall include, but not be limited to, the following:

- All construction vehicles shall be adequately maintained and equipped to minimize/eliminate fuel spillage. All equipment maintenance work shall occur off site or within the designated construction staging area.
- Any construction materials that need to be temporarily stockpiled or equipment/supplies that need to be stored on site shall be kept within the construction staging areas and shall be covered when not in use.
- The access road and access points will be swept to maintain cleanliness of the pavement.
- Informational materials to promote the prevention of urban runoff pollutants are included in the Water Quality Management Plan for the project. These materials include general working site practices that contribute to the protection of urban runoff water quality and best management practices that eliminate or reduce pollution during property improvements.
- All trash enclosure areas proposed at the site shall be appropriately designed and maintained to ensure functionality.
- The Riverside Community College District will perform a visual inspection annually of the project site to ensure that proper litter/debris controls are maintained and that proper landscaping, fertilizer, and pesticide practices are upheld.

HYD-2: Prior to approval of final construction plans, if it is determined to be necessary given the small size and footprint of the proposed project, a grading and erosion control plan shall be reviewed and approved by the Riverside Community College District. The plan shall be implemented for all construction activities associated with the proposed project. The plan shall include measures to stabilize the soil to prevent erosion and retain sediment where erosion has already occurred. Stabilization measures may include temporary seeding, permanent seeding, or mulching if needed. Structural control measures may include silt fencing, sand bagging, sediment traps, or

sediment basins. Additional erosion control measure (e.g., hydroseeding, mulching of straw, diversion ditches, and retention basins) may be necessary as determined by field conditions to prevent erosion and/or the introduction of dirt, mud, or debris into existing public streets and/or onto adjacent properties during any phase of construction operations. Particular attention shall be given to additional erosion control measures during the rainy season, generally from October 15 to April 15. Topsoil shall be stockpiled and covered on the project site for reuse. The grading and erosion control plan, if deemed necessary, shall be included as part of all contractor specifications and final construction plans to the satisfaction of the Riverside Community College District.

- b) ***Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?***

Less than Significant Impact. As discussed in the *City of Moreno Valley General Plan*, groundwater only provides a small fraction of the local water supply. Nonetheless, it is a valuable natural resource that needs to be protected (City of Moreno Valley 2006, Section 6.7, Water Quality). The proposed project would not increase the amount of impervious surface area, and will not reduce infiltration of precipitation into the groundwater table.

The proposed project will use only limited amounts of water resources during construction and once operational only minimal water use will be required during teaching activities. The City has adequate supply to meet their municipal, commercial, and industrial demands, as described in Section 4.3.16.

The project is not expected to encounter groundwater and would not involve permanent pumping of groundwater; therefore, the project would not substantially deplete groundwater supplies. At this time, the site is only anticipated to be graded at two feet below surface grade in an effort to improve the visual quality of the site. Due to the incorporation of structural and treatment control BMPs, the proposed project would not substantially interfere with groundwater recharge. Impacts would be less than significant.

Mitigation Measure(s)

No mitigation measures are required.

- c) ***Substantially alter the existing drainage pattern of area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?***

Less than Significant Impact with Mitigation Incorporated. See the discussion in a) above. As discussed, the proposed project will not increase the level of runoff from the site and will actually improve the existing on site drainage facilities.

Construction activities such as grading may have the potential to cause erosion or siltation. Short-term erosion effects during the construction phase of the project would be prevented through, if deemed necessary given the small footprint of the site, implementation of a grading and erosion control plan, which would incorporate BMPs to reduce project-related hydrology and water quality impacts (Mitigation Measure HYD-2). In addition, implementation of BMPs designed to prevent discharge of other construction-related pollutants that could contaminate nearby water resources will be incorporated into the proposed project.

The existing drainage pattern of the site will not be altered due to an increase of impervious surfaces beyond what already exists under present conditions. Impacts would therefore be less than significant with mitigation incorporated.

Mitigation Measure(s)

Implement Mitigation Measure HYD-2.

- d) ***Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?***

Less than Significant Impact. Refer to response a) and c) above. The proposed project will not substantially alter the existing drainage pattern of the site or area or substantially increase the rate or amount of runoff. The impact is considered to be less than significant.

Mitigation Measure(s)

No mitigation measures are required.

- e) ***Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?***

Less than Significant Impact with Mitigation Incorporated. Refer to responses a) and c) above. The impact is considered less than significant and the proposed project will not

create or contribute runoff water that would exceed the capacity of existing drainage systems or provide substantial sources of polluted runoff.

Mitigation Measure(s)

Implement Mitigation Measures HYD-1 and HYD-2.

f) *Otherwise substantially degrade water quality?*

Less than Significant Impact. Refer to the previous responses from a) to e) above. The project as proposed will not substantially degrade water quality.

Mitigation Measure(s)

No mitigation measures are required.

g) *Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?*

Less than Significant Impact. According to the *City of Moreno Valley General Plan*, Figure 6-4 Flood Hazards, and the County of Riverside Land Information System (County of Riverside 2010), the proposed project site is not located within a flood hazard zone. Federal Emergency Management Agency (FEMA) mapping indicates that the project site is not located within a special flood hazard area that could be inundated by a 100-year flood (FEMA 2008). The project also does not include any housing elements. Impacts would be less than significant.

Mitigation Measure(s)

No mitigation measures are required.

h) *Place within a 100-year flood hazard area structures, which would impede or redirect flood flows?*

Less than Significant Impact. As stated in the response to g) above, the proposed project is not within a designated flood hazard area; therefore, the project would not impede or redirect flood flows. The impact is considered to be less than significant.

Mitigation Measure(s)

No mitigation measures are required.

- i) ***Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?***

Less than Significant Impact. As stated in the response to g) above, the proposed project is not within a designated flood hazard area; therefore, the project would not expose people or structures to a significant risk of loss, injury, or death involving flooding. According to Figure 6-4 Flood Hazards from the *City of Moreno Valley General Plan*, the project is not located within a potential inundation area due to failure of the Lake Perris Dam. Impacts would be less than significant.

Mitigation Measure(s)

No mitigation measures are required.

- j) ***Inundation by seiche, tsunami, or mudflow?***

No Impact. The project site is located inland and not located sufficiently near Lake Perris or the ocean to be impacted by a seiche or tsunami. The topography of the site and project area is relatively flat would not be subject to significant impacts from mudflow.

Mitigation Measure(s)

No mitigation measures are required.

4.3.10 Land Use and Planning

Environmental Issues <i>Would the project:</i>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural communities conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a) ***Physically divide an established community?***

No Impact. The proposed project is located within the existing Moreno Valley College campus on an area of land that has already been graded and covered with asphalt. The site has always been contemplated based upon the developed nature of the site and the surrounding structures to be used as either a parking lot or a potential future building site. The proposed project is compatible with adjacent land uses for further campus use. The proposed project will not divide the established community and is not expected to result in additional physical barriers between nearby land uses. Thus, no impact will occur.

Mitigation Measure(s)

No mitigation measures are required.

b) ***Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?***

Less than Significant Impact. According to the City's General Plan, Objective 2.15 commands that the "Moreno Valley residents have access to high-quality educational facilities, regardless of their socioeconomic status or location within the City" (City of Moreno Valley 2006). The entire campus is designated under the City's General Plan as Public Facilities. The expansion of the site as a new structure to support a new dental program are consistent with the RCCD's plan for the Moreno Valley College and to further the overall goal of providing the City's residents with quality education. The proposed project is consistent with the *City of Moreno Valley General Plan*.

The project site is currently zoned as Public District uses, which is established to create and preserve areas for public uses of property and related activities, including civic center, public schools, public buildings, and parks. While as a designated college district the RCCD is not specifically bound to the actual land use requirements from the City, the City's Municipal Code does allow for such uses as the proposed project and the project is consistent with the code. According to geographic information system (GIS) maps on the City's website, the Moreno Valley College is located within a Specific Plan identified as SP193CF. This designation as Community Facilities (CF) allows, among others, the principal use of the site as a community college and accessory buildings, structures, and uses related and incidental to this use of the site.

Thus, the new portable structures and dental program are consistent with the City’s municipal code and general plan, as well as the goals of Specific Plan SP193CF. Therefore, the proposed project would not conflict with any applicable land use plan, policy, or regulation and would not constitute a significant impact.

Mitigation Measure(s)

No mitigation measures are required.

c) Conflict with any applicable habitat conservation plan or natural communities conservation plan?

No Impact. The proposed project does not impede upon a habitat conservation plan, natural community conservation plan, or any other locally approved regional or state habitat conservation plans. The Western Riverside MSHCP is the adopted local habitat conservation plan, and the proposed project is not located within an existing or proposed habitat core or linkage. Therefore, no impacts would occur.

Mitigation Measure(s)

No mitigation measures are required.

4.3.11 Mineral Resources

Environmental Issues <i>Would the project:</i>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

No Impact. The proposed project site, as well as the entire college campus boundaries, has been designated as MRZ-3 according to the County of Riverside’s General Plan (2003). This designation indicates that the State of California has determined this is an area where mineral deposits are likely; however, their significance has not been determined. Further, according to the *City of Moreno Valley General Plan EIR* (2006a), the California

Department of Conservation, Division of Mines and Geology, has not identified significant mineral resources within the City of Moreno Valley. The City's General Plan (2006b) does not identify any mineral recovery sites within the City or any active mining areas beyond the Jack Rabbit Canyon Quarry located northeast of Jack Rabbit Trail and Gilman Springs Road next to the Quail Ridge Golf Course, which has been inactive since 2001. The proposed project site is located within the designated boundary of the Moreno Valley College and is part of the RCCD's plans for continued growth and improvement of the college in order to enhance higher education opportunities to the surrounding area. No mining operations will be impacted by this development and the site would likely never be used for any mining operations in the future. No impacts would result.

Mitigation Measure(s)

No mitigation measures are required.

b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

No Impact. Refer to response a) above. The proposed project would not result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan.

Mitigation Measure(s)

No mitigation measures are required.

4.3.12 Noise

Environmental Issues <i>Would the project result in:</i>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

- a) ***Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?***

Less than Significant Impact with Mitigation Incorporated. The City has established noise criteria within both the City's General Plan and the City's Municipal Code. While the RCCD is not required to comply with local noise standards, the initial study did consider local noise standards as they relate to compatibility with the proposed project in order to take a conservative approach towards potential impacts regarding noise.

The City has also adopted a quantitative noise ordinance to control excessive noise generated in the City. The City's noise ordinance limits are in terms of a maximum sound level. The allowable noise limits depend upon the City's land use classification as defined in the City's noise ordinance and time of day. The applicable noise ordinance limits for this project for nonimpulsive sound are that the maximum noise level shall not exceed 65 decibels (dB) between the hours of 7:00 a.m. to 7:00 p.m. and 60 dB between the hours of 7:00 p.m. to 7:00 a.m. at a distance of 200 feet or more from the real property line of the source of the sound. Regarding construction noise, the City requires that no person shall operate or cause the operation of any tools or equipment used in construction, drilling, repair, alteration, or demolition work between the hours of 8:00 p.m. and 7:00 a.m. the following day such that the sound there from creates a noise disturbance. The evaluation compared a number of recent noise studies completed for various projects throughout the campus, including the Lion's Lot parking lot project that is in close proximity to the proposed project.

Construction activities would occur during the City's allowable hours of operation. The noise levels generated by construction equipment would vary greatly depending upon factors such as the type and specific model of the equipment, the operation being performed and the condition of the equipment. The average sound level of the construction activity also depends upon the amount of time that the equipment operates and the intensity of the construction during the time period. Construction of the proposed project would focus on removing the existing asphalt and grading of the site. Once the site has been prepared for the delivery of the portables, the majority of the potential noise impacts will have subsided (the portables are built offsite and delivered mostly in tact). Given the small size of the proposed project, much of this work would be done in a short timeframe and would focus on the use of graders, bulldozers, and trucks. The construction would impact the neighboring elementary school and the residential homes in the area and may represent a potentially significant impact. Therefore, in order to reduce this potential short-term impact, the project would be required to limit

construction hours, place mufflers on equipment engines, and orient stationary sources to direct noise away from sensitive uses.

The heavier pieces of construction equipment used at this site could include bulldozers, graders, and loaded trucks. Information from Caltrans indicates that continuous vibrations with a peak particle velocity of approximately 0.1 inch/second begin to annoy people. Groundborne vibration is typically attenuated over short distances. However, vibration is very subjective, and some people may be annoyed at continuous vibration levels near the level of perception (or approximately a peak particle velocity of 0.01 inch/second). Regardless, given the short duration and small footprint of the proposed project, construction activities are not anticipated to result in continuous vibration levels that typically annoy people or interfere with any surrounding structures, and the vibration impact would be less than significant.

The proposed project will only have minimal operational impacts and will only entail the additional cars that may enter the site as part of the new program. The new program is only anticipated to have up to 120 dental students during any given program year. Similar to the noise report performed for the Lion's Lot parking lot project which included an additional 140 parking spaces resulting in less than 1 dB along the associated traffic roadways, this project would also contribute less than 1 dB to the surrounding noise levels. A plus or minus 1 dB change is typically within the tolerance limit of traffic noise prediction models. In community noise assessments a 1 dB increase is not noticeable to the human ear. A noise level change of 3 dB CNEL is generally considered to be a just perceptible change in environmental noise. A noise level increase of up to 3 dB is generally not considered significant. The additional project-generated traffic volume along the roads would not substantially increase the ambient noise level. Therefore, the traffic noise impact associated with the project is less than significant. Additionally, the cumulative traffic noise would increase by up to 1 dB CNEL along the various roads similar to the evaluation performed for the Lion's Lot parking lot. This additional cumulative plus project-generated traffic volume along the roads would not substantially increase the ambient noise level. Thus, the future near-term cumulative traffic noise level increase would continue to be less than significant. The project's contribution to the near-term cumulative noise level increase would likely be less than 1 dB CNEL and would be less than significant. Furthermore, this evaluation envisions all of these students to be new students to the campus, when in reality it is envisioned that a number of the students will be existing students that are already coming to the college for other studies. Therefore, impacts are likely to be even less than evaluated under this report.

Impact related to operations of the site and anticipated increases in traffic will not result in a significant impact. However, potential short-term noise impacts may exist during construction of the site. Through implementation of mitigation such as the use of

appropriate measures, reduced idling, and acoustic barriers if needed, such impacts during construction will be reduced to less than significant. Additionally, the project will comply with the City's designated and allowable times for construction of the site.

Mitigation Measure(s)

To reduce potentially significant impacts related to construction of the proposed project, the following mitigation is provided:

NOI-1: During and prior to construction activities, the RCCD shall ensure the following:

- All construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers.
- Construction noise reduction methods such as shutting off idling equipment, installing temporary acoustic barriers around stationary construction noise sources, maximizing the distance between construction equipment staging areas and occupied residential areas, and use of electric air compressors and similar power tools, rather than diesel equipment, shall be used where feasible.
- During construction, stationary construction equipment shall be placed such that emitted noise is directed away from or shielded from sensitive noise receivers.
- During construction, stockpiling and vehicle staging areas shall be located as far as practical from noise sensitive receptors.
- Construction activities should be limited to the hours of 8:00 a.m. to 5:00 p.m., Monday through Saturday.

b) *Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?*

Less than Significant Impact. Refer to response a) above. Construction activities are not anticipated to result in continuous vibration levels that typically annoy people, and the vibration impact would be less than significant.

Mitigation Measure(s)

No mitigation measures are required.

- c) *A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?*

Less than Significant Impact. Refer to response a) above. The proposed project will not have a significant impact related to noise once the proposed project is operational.

Mitigation Measure(s)

No mitigation measures are required.

- d) *A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?*

Less than Significant Impact with Mitigation Incorporated. Refer to response a) above specifically related to construction impacts. Once the proposed project is operational, any impacts would be less than significant.

Mitigation Measure(s)

Implement Mitigation Measures NOI-1.

- e) *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*

No Impact. The proposed project site is located approximately 2 miles east of the March Air Reserve Base area of flight operations. However, as identified on Figure 6-5 of the City's General Plan, the site is not located within an Accident Potential Zone. The proposed project would not expose people residing or working in the project area to excessive noise levels. No impacts would result.

Mitigation Measure(s)

No mitigation measures are required.

- f) *For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?*

No Impact. The proposed project is not located within the vicinity of a private airstrip. No impacts would result.

Mitigation Measure(s)

No mitigation measures are required.

4.3.13 Population and Housing

Environmental Issues <i>Would the project:</i>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

- a) ***Induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?***

Less than Significant Impact. The project would not induce substantial population growth in the area, as no residential units are proposed. While providing more availability for classes as part of the dental program will further improve the services offered by the college, this in turn may encourage regional growth through increased enrollment or attractiveness to future employees and/or staff. The RCCD, as the lead agency, has anticipated this growth and the growth is part of their process to improve the services offered to the surrounding community and region. The program is only anticipated to enroll 120 students or so per program and this will not induce substantial growth in the area either directly or indirectly. Impacts are anticipated to be less than significant.

Mitigation Measure(s)

No mitigation measures are required.

- b) ***Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?***

No Impact. The proposed project consists of the grading and placement of portable units for approximately 120 future dental students within the college boundaries. The proposed project would not displace existing housing and would not necessitate the construction of replacement housing elsewhere. Therefore, there would be no impact.

Mitigation Measure(s)

No mitigation measures are required.

c) *Displace substantial numbers of people necessitating the construction of replacement housing elsewhere?*

No Impact. See discussion under a) above. The proposed project would not displace existing housing or result in the displacement of existing residents. Therefore, no impact would result.

Mitigation Measure(s)

No mitigation measures are required.

4.3.14 Public Services

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire Protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Police Protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a) *Fire Protection?*

Less than Significant Impact. The closest fire station to the proposed project site is Station 91 (College Park Fire Station), located at 16110 Lasselle Street, which was opened in 2003 and is located approximately one block north and one block west of the project site. The station houses one 75-foot ladder truck, one second-line engine, and a breathing support unit. Additionally, the City contracts with the County of Riverside Fire Department in order to provide fire services to the City, including the proposed project site. The City is served by five stations within its boundary, along with another station that is shared with the City of Riverside. According to the City’s General Plan (2006), there are a total of five first-line municipal fire engines, three second-line municipal fire engines, one wildland fire engine, two aerial ladder trucks, five rescue squads, and a

breathing support unit. The project would not result in the need for new or physically altered fire facilities, or result in the station's inability to maintain acceptable service ratios, response times, or other performance objectives. Given the proposed project's location in the existing parking lot of the college, suitable access to the site will remain during both construction and operations, along with sufficient emergency water connections and water pressure. The addition of 120 dental students at this location or the teaching of this program will not pose significant fire hazards to either the college or surrounding community. The increase in demand for fire protection services due to the proposed project would result in a less than significant impact.

Mitigation Measure(s)

No mitigation measures are required.

b) *Police Protection?*

Less than Significant Impact. The proposed project site is currently served by the City of Moreno Valley Police Department. The Moreno Valley Police Department has adopted a "Zone Policing" strategy. The intent of "Zone Policing" is to improve response times to calls for service, make officers more familiar with community areas, and connect the department with citizens and business owners within their assigned zones. To facilitate this concept, the City has been divided into four zones and police officers are assigned to a specific zone. Each zone is comprised of a team that consists of a Zone Commander, Zone Supervisor, and Zone Coordinator. The proposed project falls within Zone 4. According to the department website (2010), the City of Moreno Valley Police Department has an Administrative Division, Patrol Division, Special Enforcement Division, Traffic/Community Services Division, and a Detective Division. The Patrol Division has 2 lieutenants, 10 supervising sergeants, 57 sworn patrol officers, 2 K-9 teams, and 12 non-sworn officers.

According to previous discussions on March 13, 2010 with Sergeant Jack Kohlmeier from the Riverside Community College Police Department, the RCCD has its own police department, with over 20 sworn officers, 6 reserve officers, 5 reserve detectives, and 19 community service officers (non-sworn). The bulk of these resources are located at the main college in Riverside; however, there are four full-time officers assigned to the Moreno Valley College, as well as a number of community service officers and part-time officers for shift overlap and special services. Moreover, once the new Moreno Valley Parking Garage – Learning Gateway Building project is complete, a new police substation will be constructed which will further improve public safety services for the entire college campus.

While the proposed project would require police protection services, the project is not expected to result in the need for new or physically altered police facilities, or result in an inability to maintain acceptable service ratios, response times, or other performance objectives. The increase in demand for police protection services due to the proposed project would result in a less than significant impact.

Mitigation Measure(s)

No mitigation measures are required.

c) *Schools?*

No Impact. The construction and operation of the proposed project would either not increase the population within the area, or would only contribute a very small addition to the greater community. While the proposed project is adding to the depth of college's curriculum, there was already an existing program at the March Reserve Base location and, while being expanded in size, the limited number of students would not greatly affect changes in local population or schools. Therefore, the project would not generate the need for additional school capacity and no impact would result.

Mitigation Measure(s)

No mitigation measures are required.

d) *Parks?*

No Impact. The construction and operation of the proposed project would not substantially increase the population within the area. The proposed project will not be eliminating any parks or recreational opportunities. Therefore, the project would not generate the need for additional parks or significantly impact the use of any existing parks in the area. No impacts to parks are anticipated.

Mitigation Measure(s)

No mitigation measures are required.

e) *Other public facilities?*

No Impact. The proposed project would not result in adverse impacts related to the provision of other public facilities, including emergency medical services or libraries. The proposed project will not exert undue pressure on public facilities. No impacts to other public facilities are anticipated.

Mitigation Measure(s)

No mitigation measures are required.

4.3.15 Recreation

Environmental Issues <i>Would the project:</i>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

- a) ***Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?***

No Impact. The project does not propose any residential uses that may increase the utilization of existing neighborhood parks in the vicinity such that substantial physical deterioration of the facility or an increase in park facilities would occur or be accelerated. No impacts related to the increase of use to existing parks will occur.

Mitigation Measure(s)

No mitigation measures are required.

- b) ***Include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?***

No Impact. The proposed project will not include any recreational facilities and will not require the expansion of any recreational facilities elsewhere that may have a physical impact on the environment. No impacts due to recreational facilities will occur.

Mitigation Measure(s)

No mitigation measures are required.

4.3.16 Transportation and Traffic

Environmental Issues <i>Would the project:</i>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable congestion management program, including, but not limited to level of service (LOS) standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

- a) ***Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?***

Less than Significant Impact. In traffic engineering methodology, roadway operations are described in terms of level of service (LOS), ranging from LOS A (light traffic, minimal delays) to LOS F (significant traffic congestion). The City's traffic guidelines allow LOS D to be used as the maximum threshold for the study intersections and roadway segments. Previous analysis conducted for the Lion's surface parking lot project concluded that the surface parking lot project would not generate significant traffic in order to impact the LOS of the existing or future roadways. Evaluating this information, given the fact that much of the dental program is anticipated to come from the existing students and will only comprise of 120 students in the future, the proposed project will

not cause the surrounding roadways or intersections to operate below a level of LOS D. Impacts will remain less than significant.

Mitigation Measure(s)

No mitigation measures are required.

- b) ***Conflict with an applicable congestion management program, including, but not limited to level of service (LOS) standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?***

Less than Significant Impact with Mitigation Incorporated. Refer to response a) above. The proposed project will not result in either or a cumulative impact to an existing level of service within the applicable study area. Impacts are less than significant.

Mitigation Measure(s)

No mitigation measures are required.

- c) ***Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?***

No Impact. The proposed project site is located approximately 2 miles east of the March Air Reserve Base area of flight operations. However, as identified on Figure 6-5 of the City's General Plan, the site is not located within an Accident Potential Zone (City of Moreno Valley 2006, Section 6.10). The proposed project will not result in any changes to air traffic patterns. No impacts would result.

Mitigation Measure(s)

No mitigation measures are required.

- d) ***Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?***

Less than Significant Impact. The project proposes major access from the existing Lasselle Street to the existing surface parking lot. The construction of the proposed project will not interfere with this access and no roads or are planned as part of the development process. All construction will be appropriately staged and construction controls including temporary signage, access, detours, and fencing will be provided during construction activities as needed. The use of the new buildings will be for continued college uses by students and staff. Therefore, the proposed project will not

substantially increase any hazards due to design features, incompatible uses, or construction of the project during college hours of operation. Impacts will remain less than significant.

Mitigation Measure(s)

No mitigation measures are required.

e) *Result in inadequate emergency access?*

Less than Significant Impact. The proposed building at the site has existing access roads and the project will include an additional access road to the east of the proposed building. Numerous ingress and egress points exist for emergency access. Neither construction nor operation of the new building will unduly affect access from Lasselle Street to the college. Any potential impacts are anticipated to be less than significant.

Mitigation Measure(s)

No mitigation measures are required.

f) *Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?*

No Impact. The proposed project is a series of new buildings at the existing college site. In no way will the development of the site conflict with any policies, plans, or programs related to public transit, bicycle, or pedestrian facilities. No impacts are anticipated.

Mitigation Measure(s)

No mitigation measures are required.

4.3.17 Utilities and Service Systems

Environmental Issues <i>Would the project:</i>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

a) *Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?*

Less than Significant Impact. The Eastern Municipal Water District (EMWD) manages wastewater for the proposed project service area. According to the EMWD's updated Urban Water Management Plan (UWMP) (2005), the district's wastewater collection system includes upwards of 1,534 miles of gravity sewer lines, 53 lift stations, and 5 regional water reclamation facilities. According to the City's General Plan (2006a), the EMWD's Moreno Valley Regional Water Reclamation Facility, located in the southwestern portion of the City, has a capacity to treat 16 million gallons of wastewater per day and a capacity to expand to 48 million gallons per day. The utilization in the year 2000 was 10 million gallons per day. The Moreno Valley regional reclamation facility produces tertiary effluent as part of its processes and is suitable for subsequent uses such as irrigation.

The college has existing sewer infrastructure throughout the college and around the proposed project site and is anticipated to have adequate capacity to serve the proposed

project. With the inclusion of only 120 students, many of which are anticipated to come from the existing student population, the proposed project will only minimally increase the college's volume of wastewater through student use. The proposed project will not require substantial upgrades or improvements to the existing infrastructure serving the project site.

The project would not result in the need for additional wastewater treatment capacity or infrastructure beyond what is already planned as part of the EMWD and City planning efforts. The RCCD will construct all necessary infrastructure extensions of existing lines to the site in order to meet the sewer demands of the project. In addition, the RCCD will pay all applicable connection fees and monthly usage charges that may be necessary as part of the final project. Any potential impacts related to wastewater will be less than significant.

Mitigation Measure(s)

No mitigation measures are required.

- b) ***Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?***

Less than Significant Impact. Refer to the response to a) above and to d) below. The proposed project would not require or result in the construction or expansion of new water or wastewater treatment facilities. Impacts would be less than significant.

Mitigation Measure(s)

No mitigation measures are required.

- c) ***Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?***

Less than Significant Impact. Refer to the response to 4.3.8 a) above. As discussed previously, the proposed project already has existing onsite drainage. The proposed project is being built within and already existing paved area and will not contribute in any way to the amount of stormwater runoff. Construction of the site will also not significantly contribute stormwater to the existing infrastructure. Therefore, impacts will be less than significant and will not result in the need for new offsite drainage facilities or infrastructure.

Mitigation Measure(s)

No mitigation measures are required.

d) *Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?*

Less than Significant Impact. The California Urban Water Management Planning Act (California Water Code, Section 10610–10656) requires water utilities providing water for municipal uses to more than 3,000 customers or supplying more than 3,000-acre feet per year to prepare a UWMP every 5 years. The 2005 plan is currently in the process of being updated by the agency. The EMWD last updated their UWMP on December 21, 2005 (Resolution No. 4379). The updated 2005 UWMP describes the EMWD’s service area projected water demand and supply through 2030 and concludes that the service area, with the proposed plans for additional water supply, has adequate supply to meet municipal, commercial, and industrial demands through 2030.

A water supply assessment for the proposed project is not required pursuant to California Water Code, Section 10910, since the project as proposed does not meet the criteria under California Water Code, Section 10912, nor does it meet the definition of a “water demand project” pursuant to CEQA Guidelines, Section 15155(a). Based on the site engineering and design plans, the RCCD will construct all necessary infrastructure extensions of existing lines to the site in order to meet the water and sewer demands of the project. The RCCD will also install all necessary fire service with backflow device lines and fire hydrants to ensure a reliable and appropriate water source exists on site for firefighting purposes. In addition, the RCCD will pay all applicable connection fees and monthly usage charges to the City for the provision of water to the project site.

Due to the limited water requirements for the proposed project, sufficient capacity for both domestic water and sewer is reasonably expected. Moreover, based on EMWD’s 2005 UWMP, the City’s projected water supplies through 2030 (with proposed plans) are anticipated to be sufficient to meet the additional water demand resulting from the proposed project and all planned projects as identified in Long Range Master Plan, in addition to existing and planned future uses. The new dental program will only hold approximately 120 students, many of which will come from already existing students at the college. Additionally, the dental program is being relocated from the March Air Reserve Base location, effectively offsetting the already ongoing water use for that program. Impacts would be less than significant.

Mitigation Measure(s)

No mitigation measures are required.

- e) ***Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?***

Less than Significant Impact. Refer to the response to a) above. The proposed project would not result in the determination by the wastewater treatment provider (EMWD) that it does not have sufficient capacity to serve the proposed project's anticipated wastewater demand. As previously discussed, the EMWD maintains sufficient wastewater infrastructure and service capacity and the proposed project will produce only minimal wastewater. Impacts would be less than significant.

Mitigation Measure(s)

No mitigation measures are required.

- f) ***Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?***

Less than Significant Impact. The Riverside County Waste Management Department (RCWMD) manages Riverside County's solid waste system through the provision of facilities and programs that meet or exceed all applicable local, state, federal, and land use regulations. The department manages seven Riverside County Sanitary Landfills: Badlands, Blythe, Desert Center, El Sobrante, Lamb Canyon, Mecca II, and Oasis. Each of these landfills has sufficient capacity to accommodate the project's minimal solid waste disposal needs and the landfills are permitted to receive non-hazardous municipal solid waste. According to the General Plan EIR (2006b), solid waste generated within the City planning area is typically deposited in the RCWMD's Badlands Landfill. However, other landfills typically utilized by the City include the Lamb Canyon Landfill and the El Sobrante Landfill. The Badlands Landfill is anticipated to reach capacity between 2018 and 2020; however, the landfill site has potential for further expansion. Additionally, both the Lamb Canyon and El Sobrante Landfills have additional storage capacity beyond the Badlands Landfill.

Construction of the proposed project will include only minimal construction debris from the demolition of the existing surface area, consisting primarily dirt, asphalt, and some ornamental landscaping material. The site will be graded and it is anticipated that approximately 850 cubic yards of cut will be generated and 50 cubic yards of fill needed. Therefore, 800 cubic yards of fill will need to be exported from the site. This corresponds to approximately 40 haul trucks required to remove this amount of cut from the project site. The bulk of the asphalt and concrete removed from the site will stay within the campus boundaries to be used as riprap for various RCCD projects. The RCCD will make a good faith effort to recycle as much of the demolition material as feasible. Any number

of local landfills typically utilized by the City and college has sufficient capacity to accommodate this volume of non-hazardous waste. Moreover, there is sufficient capacity to accommodate the operational waste anticipated for this building. Given the small number of students and staff for this program, operational waste is not anticipated to be substantial. Additionally, since the program is being relocated, at least a portion of that waste that was being created from the original program will offset the waste from the proposed project. Therefore, this will not represent substantial new amounts of waste once the dental program is operational and any impacts related to solid waste will be less than significant.

Mitigation Measure(s)

No mitigation measures are required.

g) Comply with federal, state, and local statutes and regulations related to solid waste?

Less than Significant Impact. The proposed uses for the project site are consistent with surrounding educational uses of the site. The proposed project will not violate any adopted federal, state, or local policies and regulations related to solid waste. Compliance with these regulations would result in a less than significant impact.

Mitigation Measure(s)

No mitigation measures are required.

4.3.18 Mandatory Findings of Significance

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion

- a) *Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?*

Less than Significant Impact With Mitigation Incorporated. As described in Sections 4.3.4 and 4.3.5 of this IS/MND, the proposed project would not substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife species population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory. Mitigation measures related to cultural resources are provided to avoid or reduce adverse effects that would potentially degrade the quality of the environment. The RCCD will implement all required mitigation measures, thereby reducing all environmental impacts to below a level of significance.

Mitigation Measure(s)

Refer to Mitigation Measures CR-1 and CR-2 related to the potential discovery of cultural resources during grading activities.

- b) *Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)*

Less than Significant Impact With Mitigation Incorporated. In addition to direct impacts resulting from the project, this IS/MND (as described in Sections 4.3.1 through 4.3.16) considers the project’s potential incremental effects that may be cumulatively considerable. Mitigation measures identified in the applicable sections of this IS/MND would reduce both project-specific impacts, as well as any cumulatively considerable impacts attributable to the project’s incremental environmental effects. With implementation of these mitigation measures, there is no substantial evidence that there are cumulatively considerable impacts associated with the project.

Mitigation Measure(s)

Implementation of mitigation measures described in Section 4.3.1 through 4.3.16.

- c) *Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?*

Less than Significant Impact With Mitigation Incorporated. The potential for adverse direct or indirect impacts to human beings was considered in this IS/MND in Section 4.3.1, Aesthetics; Section 4.3.3, Air Quality; Section 4.3.6, Geology and Soils; Section 4.3.7, Hazards and Hazardous Materials; Section 4.3.8, Hydrology and Water Quality; Section 4.3.11, Noise; Section 4.3.12, Population and Housing; and Section 4.3.15, Transportation and Traffic. Based on this evaluation, there is no substantial evidence that construction or operation of the proposed project would result in a substantial adverse effect on human beings.

Mitigation Measure(s)

Implementation of mitigation measures described in Sections 4.3.1 through 4.3.16 and summarized in Section 5.0 of this IS/MND.

5.0 LIST OF MITIGATION MEASURES

- CR-1:** In the event that archaeological resources or sites containing human remains or artifacts are inadvertently discovered during construction activities (including grading), all construction work shall be halted in the vicinity of the discovery until the Riverside Community College District can contact a registered professional archaeologist to visit the site of discovery and assess the significance and origin of the archaeological resource. If the resource is determined to be of Native American origin, the appropriate Native American tribe shall be consulted. Treatment of encountered archeological resources and sites may include monitoring, resource recovery, and documentation. For any human remains discovered, the county coroner will be contacted, and all procedures shall comply with California Health and Safety Code, Section 7050.5, and Public Resources Code, Section 5097.98.
- CR-2:** In the event that paleontological resources are inadvertently discovered during construction activities (including grading), all construction work shall be halted in the vicinity of the discovery until a qualified paleontologist retained by the Riverside Community College District can visit the site and assess the significance of the potential paleontological resource. Specifically, the qualified paleontologist shall conduct on-site paleontological monitoring for the project site to include inspection of exposed surfaces to determine if fossils are present. The monitor shall have authority to divert grading away from exposed fossils temporarily in order to recover the fossil specimens.
- HAZ-1:** Prior to approval of final construction plans, a hazardous materials management plan for the construction phase of the proposed project shall be created. The plan shall identify all hazardous materials that will be present on any portion of the construction site, including, but not limited to, fuels, solvents, and petroleum products. A contingency plan shall be developed to identify potential spill hazards, how to prevent their occurrence, and how to address any spills that may occur. The plan shall also identify materials that will be on site and readily accessible to clean up small spills (i.e., spill kit, absorbent pads, and shovels). The hazardous materials management plan shall be included as part of all contractor specifications and final construction plans to the satisfaction of the Riverside Community College District.
- HYD-1:** Best management practices shall be incorporated into the final construction and design plans to be reviewed and approved by the Riverside Community College District and shall include, but not be limited to, the following:
- All construction vehicles shall be adequately maintained and equipped to minimize/eliminate fuel spillage. All equipment maintenance work shall occur off site or within the designated construction staging area.

- Any construction materials that need to be temporarily stockpiled or equipment/supplies that need to be stored on site shall be kept within the construction staging areas and shall be covered when not in use.
- The access road and access points will be swept to maintain cleanliness of the pavement.
- Informational materials to promote the prevention of urban runoff pollutants are included in the Water Quality Management Plan for the project. These materials include general working site practices that contribute to the protection of urban runoff water quality and best management practices that eliminate or reduce pollution during property improvements.
- All trash enclosure areas proposed at the site shall be appropriately designed and maintained to ensure functionality.
- The Riverside Community College District will perform a visual inspection annually of the project site to ensure that proper litter/debris controls are maintained and that proper landscaping, fertilizer, and pesticide practices are upheld.

HYD-2: Prior to approval of final construction plans, if it is determined to be necessary given the small size and footprint of the proposed project, a grading and erosion control plan shall be reviewed and approved by the Riverside Community College District. The plan shall be implemented for all construction activities associated with the proposed project. The plan shall include measures to stabilize the soil to prevent erosion and retain sediment where erosion has already occurred. Stabilization measures may include temporary seeding, permanent seeding, or mulching. Structural control measures may include silt fencing, sand bagging, sediment traps, or sediment basins. Additional erosion control measure (e.g., hydroseeding, mulching of straw, diversion ditches, and retention basins) may be necessary as determined by field conditions to prevent erosion and/or the introduction of dirt, mud, or debris into existing public streets and/or onto adjacent properties during any phase of construction operations. Particular attention shall be given to additional erosion control measures during the rainy season, generally from October 15 to April 15. Topsoil shall be stockpiled and covered on the project site for reuse. The grading and erosion control plan shall be included as part of all contractor specifications and final construction plans to the satisfaction of the Riverside Community College District.

NOI-1: Prior to grading permit issuance, the RCCD shall ensure the following:

- All construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers.

- Construction noise reduction methods such as shutting off idling equipment, installing temporary acoustic barriers around stationary construction noise sources, maximizing the distance between construction equipment staging areas and occupied residential areas, and use of electric air compressors and similar power tools, rather than diesel equipment, shall be used where feasible.
- During construction, stationary construction equipment shall be placed such that emitted noise is directed away from or shielded from sensitive noise receivers.
- During construction, stockpiling and vehicle staging areas shall be located as far as practical from noise sensitive receptors.
- Construction activities should be limited to the hours of 8:00 a.m. to 5:00 p.m., Monday through Saturday.

5.0 LIST OF MITIGATION MEASURES

INTENTIONALLY LEFT BLANK

6.0 INFORMATIONAL SOURCES

14 CCR 15000–15387 and Appendix A–L. Guidelines for Implementation of the California Environmental Quality Act, as amended.

California Department of Conservation. 2008. *Farmland Data Conservation Maps*. Division of Land Resource Protection. Accessed at:
ftp://ftp.consrv.ca.gov/pub/dlrp/FMMP/pdf/2008/riv08_west.pdf

California Department of Transportation. 2009. “Riverside County.” Officially Designated Scenic Highways. Accessed at:
http://www.dot.ca.gov/hq/LandArch/scenic_highways/river.htm

California Water Code, Section 10610–10656. Urban Water Management Planning Act.

California Water Code, Section 10910–10915. Water Supply Planning to Support Existing and Planned Future Uses.

CCAR (California Climate Action Registry). 2009. *California Climate Action Registry General Reporting Protocol: Reporting Entity-Wide Greenhouse Gas Emissions*. Version 3.1. January 2009. Accessed December 29, 2009.
http://www.climateregistry.org/resources/docs/protocols/grp/GRP_3.1_January2009.pdf.

CDC (California Department of Conservation). California Geological Survey - Alquist-Priolo Earthquake Fault Zones. <http://www.conservation.ca.gov/cgs/rghm/ap/index.htm>.

City of Moreno Valley. 2006. *City of Moreno Valley General Plan*. July 11, 2006.

City of Moreno Valley. 2006a. *City of Moreno Valley General Plan Environmental Impact Report. Section 5.14: Mineral Resources*. Final. SCH # 200091075. Prepared by P&D Consultants for the City of Moreno Valley. San Diego, California: P&D Consultants. July 2006.

City of Moreno Valley. 2009. City of Moreno Valley Municipal Code. Current through November 2009 Code Amendments.

City of Moreno Valley. 2010. “Police Department.” Accessed March 13, 2010, at:
http://www.moreno-valley.ca.us/city_hall/departments/police/index-police.shtml

City of Moreno Valley. 2009. Figure 2-2, “Land Use Map.” Accessed at: http://www.moreno-valley.ca.us/city_hall/general-plan/landuse_internet_03-09.pdf

City of Moreno Valley. GIS online mapping. Accessed at:
<http://apps.moosepoint.com/morenovalley/>

County of Riverside. 2003. *Riverside County General Plan*. Adopted October 2003.

County of Riverside. 2010. "Riverside County Land Information System." Accessed at:
<http://www3.tlma.co.riverside.ca.us/pa/rclis/viewer.htm>

County of Riverside. 2003. *Western Riverside County Multiple Species Habitat Conservation Plan*. Accessed at: <http://www.rctlma.org/mshcp/volume1/index.html>

Dudek. 2010. "Environmental Noise Study for Riverside Community College District Student Academic Services Phase III Building —Moreno Valley, California." Letter report from M. Komula (Dudek) to B. Doering (Riverside Community College District), October 20, 2010.

Dudek. 2010. "Environmental Noise Study for Riverside Community College District Lions Lot —Moreno Valley, California." Letter report from M. Komula (Dudek) to Dale Adams (Riverside Community College District), November 11, 2010.

Eastern Municipal Water District. 2005. *2005 Urban Water Management Plan*. Accessed at:
http://www.emwd.org/news/pubs_uwmp.html.

EPA. 2005. "Emission Facts: Greenhouse Gas Emissions from a Typical Passenger Vehicle." EPA420-F-05-004. Office of Transportation and Air Quality. February 2005.

Esquivel, Leticia. 2010. Discussions regarding Specific Plan SP193CF. Personal communication between L. Esquivel (Moreno Valley Planning Department, Senior Permit Technician) and A. Gettis (Dudek) March 9, 2010.

Jones & Stokes. 2007. *Software User's Guide: URBEMIS2007 for Windows; Emissions Estimation for Land Use Development Projects*. Version 9.2. Prepared for the South Coast Air Quality Management District. November 2007. Accessed January 13, 2010.
<http://www.urbemis.com/support/manual.html>.

FEMA (Federal Emergency Management Agency). 2008. "Map Service Center." Flood Insurance Rate Map [FIRM] No. 06065C0765G. Accessed March 8, 2010, at:
<http://msc.fema.gov/>

Leighton Consulting, Inc. 2010. *Geotechnical Investigation, Proposed Lion's Lot and Access Road, Northeast of Cahuilla Drive and Krameria Avenue, Moreno Valley Campus of Riverside Community College (16130 Lasselle Street), City of Moreno Valley, California*. Prepared for Riverside Community College District. Rancho Cucamonga, California: Leighton Consulting, Inc.

Kohlmeier, Jack. 2010. Personal communication between Sergeant Jack Kohlmeier (Riverside Community College Police Department) and A. Gettis (Dudek), April 1, 2010.

Riverside Community College District. Accessed at: <http://www.rcc.edu/district/index.cfm>

Riverside Community College District. 2008. "Master Plan." *2007 Moreno Valley College Long Range Educational & Facilities Master Plan*. Prepared by Maas Companies, Inc., and SGPA Architecture and Planning for Riverside Community College District. January 2008. 55–67.

Riverside County Integrated Project (RCIP). Conservation Summary Report Generator. <http://www.rcip.org/conservation.htm>

SCAQMD. 2008. *EMFAC2007 (version 2.3) Emissions Factors (On-Road)*. April 24, 2008. Accessed at January 3, 2010: <http://www.aqmd.gov/ceqa/handbook/onroad/onroad.html>

VRPA Technologies. 2010. *Traffic Impact Analysis: Riverside Community College Parking Garage "Lion's Lot"*. Draft. Prepared for Riverside Community College District. San Diego, California: VRPA Technologies in association with Dudek. November 2010.

INTENTIONALLY LEFT BLANK

7.0 LIST OF PREPARERS

This IS/MND was prepared by Dudek. The following individuals participated in its preparation.

Riverside Community College District (Lead Agency)

Orin Williams, Associate Vice Chancellor

Bart Doering, Project Manager

Dudek (IS/MND Preparation)

Aaron Gettis, Senior Project Manager

Dave Deckman, Director of Air Quality Services

Jennifer Pace, Environmental Planner

Sheila Sapalicio, Publications Assistant

Technical Analyses

Air Quality Assessment

Dudek, Jennifer Pace, Dave Deckman

Exhibit B

**MITIGATION MONITORING AND
REPORTING PROGRAM
for the
MARCH DENTAL EDUCATION CENTER**

Prepared for:

Riverside Community College District

3845 Market Street
Riverside, California 92501
Contact: Bart Doering, Capital Program Administrator
951-222-8962
Bart.Doering@rcc.edu

Prepared by:

DUDEK

1650 Spruce Street, Suite 240
Riverside, California 92507
Contact Aaron Gettis, Esq.
951.300.2100 ext. 3714
agettis@dudek.com

JANUARY 2011

Mitigation Monitoring and Reporting Program for the March Dental Education Center

MITIGATION MONITORING AND REPORTING PROGRAM

The Mitigation Monitoring and Reporting Program (MMRP) will be used by the Riverside Community College District (District) as Lead Agency to ensure compliance with adopted mitigation measures associated with the development of the proposed project. The District, as Lead Agency pursuant to the State CEQA Guidelines, will ensure that all mitigation measures are carried out.

The MMRP consists of a checklist that identifies the mitigation measures associated with the proposed project. The table identifies the mitigation monitoring and reporting requirements, including the person(s) responsible for verifying implementation of the mitigation measure, timing of verification (prior to, during, or after construction) and responsible party. Space is provided for sign-off following completion/implementation of the design feature or mitigation measure.

for the March Dental Education Center

Mitigation Measure No.	Mitigation Measures/ Design Features	Method of Verification	Timing of Verification			Responsible Party	Completed		Comments
			Pre Const.	During Const.	Post Const.		Initials	Date	
CR-1	In the event that archaeological resources or sites containing human remains or artifacts are inadvertently discovered during construction activities (including grading), all construction work shall be halted in the vicinity of the discovery until the Riverside Community College District can contact a registered professional archaeologist to visit the site of discovery and assess the significance and origin of the archaeological resource. If the resource is determined to be of Native American origin, the appropriate Native American tribe shall be consulted. Treatment of encountered archeological resources and sites may include monitoring, resource recovery, and documentation. For any human remains discovered, the county coroner will be contacted, and all procedures shall comply with California Health and Safety Code, Section 7050.5, and Public Resources Code, Section 5097.98.	Environmental Monitor (District)		X		District			
CR-2	In the event that paleontological resources are inadvertently discovered during construction activities (including grading), all construction work shall be halted in the vicinity of the discovery until a qualified paleontologist retained by the Riverside Community College District can visit the site and assess the significance of the potential paleontological resource. Specifically, the qualified paleontologist shall conduct on-site paleontological monitoring for the project site to include inspection of exposed surfaces to determine if fossils are present. The monitor shall have authority to divert grading away from exposed fossils temporarily in order to recover the fossil specimens.	Environmental Monitor (District)		X		District			
HAZ-1	Prior to approval of final construction plans, a hazardous materials management plan for the construction phase of the proposed project shall be created. The plan shall identify all hazardous materials that will be present on any portion of the construction site, including, but not limited to, fuels, solvents, and petroleum products. A contingency plan shall be developed to identify potential spill hazards, how to prevent their occurrence, and how to address any spills that may occur. The plan shall also identify materials that will be on site and readily accessible to clean up small spills (i.e., spill kit, absorbent pads, and	Environmental Monitor (District)	X	X		District			

for the March Dental Education Center

Mitigation Measure No.	Mitigation Measures/ Design Features	Method of Verification	Timing of Verification			Responsible Party	Completed		Comments
			Pre Const.	During Const.	Post Const.		Initials	Date	
	shovels). The hazardous materials management plan shall be included as part of all contractor specifications and final construction plans to the satisfaction of the Riverside Community College District.								
HYD-1	<p>Best management practices shall be incorporated into the final construction and design plans to be reviewed and approved by the Riverside Community College District and shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> -All construction vehicles shall be adequately maintained and equipped to minimize/eliminate fuel spillage. -All equipment maintenance work shall occur off site or within the designated construction staging area. -Any construction materials that need to be temporarily stockpiled or equipment/supplies that need to be stored on site shall be kept within the construction staging areas and shall be covered when not in use. -The access road and access points will be swept to maintain cleanliness of the pavement. Informational materials to promote the prevention of urban runoff pollutants are included in the Water Quality Management Plan for the project. These materials include general working site practices that contribute to the protection of urban runoff water quality and best management practices that eliminate or reduce pollution during property improvements. -All trash enclosure areas proposed at the site shall be appropriately designed and maintained to ensure functionality. -The Riverside Community College District will perform a visual inspection annually of the project site to ensure that proper litter/debris controls are maintained and that proper landscaping, fertilizer, and pesticide practices are upheld. 	Environmental Monitor (District)	X	X		District			
HYD-2	Prior to approval of final construction plans, if it is determined to be necessary given the small size and footprint of the proposed project, a grading and erosion control plan shall be reviewed and approved by the Riverside Community College District. The plan shall be implemented for all construction activities associated with the proposed project. The plan shall include measures to stabilize the soil to prevent erosion and	Environmental Monitor (District)	X	X		District			

Mitigation Monitoring and Reporting Program for the March Dental Education Center

Mitigation Measure No.	Mitigation Measures/ Design Features	Method of Verification	Timing of Verification			Responsible Party	Completed		Comments
			Pre Const.	During Const.	Post Const.		Initials	Date	
	retain sediment where erosion has already occurred. Stabilization measures may include temporary seeding, permanent seeding, or mulching. Structural control measures may include silt fencing, sand bagging, sediment traps, or sediment basins. Additional erosion control measure (e.g., hydroseeding, mulching of straw, diversion ditches, and retention basins) may be necessary as determined by field conditions to prevent erosion and/or the introduction of dirt, mud, or debris into existing public streets and/or onto adjacent properties during any phase of construction operations. Particular attention shall be given to additional erosion control measures during the rainy season, generally from October 15 to April 15. Topsoil shall be stockpiled and covered on the project site for reuse. The grading and erosion control plan shall be included as part of all contractor specifications and final construction plans to the satisfaction of the Riverside Community College District.								
NOI-1	<p>Prior to grading permit issuance, the RCCD shall ensure the following:</p> <ul style="list-style-type: none"> -All construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers. -Construction noise reduction methods such as shutting off idling equipment, installing temporary acoustic barriers around stationary construction noise sources, maximizing the distance between construction equipment staging areas and occupied residential areas, and use of electric air compressors and similar power tools, rather than diesel equipment, shall be used where feasible. -During construction, stationary construction equipment shall be placed such that emitted noise is directed away from or shielded from sensitive noise receivers. -During construction, stockpiling and vehicle staging areas shall be located as far as practical from noise sensitive receptors. <p>Construction activities should be limited to the hours of 8:00 a.m. to 5:00 p.m., Monday through Saturday.</p>	Environmental Monitor (District)	X	X					

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND OPERATIONS COMMITTEE

Report No.: III-C-2

Date: February 22, 2011

Subject: Final Project Proposal Design Services Agreements for Moreno Valley College and Riverside City College for State Capital Outlay Funding

Background: On August 17, 2010, the Board of Trustees approved the 2012-2016 Five-Year Capital Construction Plan, Initial Project Proposals (IPPs) and Final Project Proposals (FPP) for Moreno Valley, Norco and Riverside City colleges. The IPPs included three projects: Library Learning Center (Moreno Valley College), Center for Human Performance and Kinesiology – Phase II (Norco College) and Student and Workforce Development Services Building (Riverside City College). The FPPs included the Center for Human Performance (Moreno Valley College), Health Science Center (Moreno Valley College), Cosmetology Building (Riverside City College) and the Life Science/Physical Science Reconstruction (Riverside City College).

In order to meet the California Community College Chancellor's Office FPP July 1, 2011 submission deadline an architect is required for a thorough proposal submission.

Staff now requests approval of two FPP design services agreements with HMC Architects for the Library Learning Center located at the Moreno Valley College (MVC) and the Student Services and Workforce Development Building project located at the Riverside City College (RCC). The agreement for the MVC Library Learning Center is in an amount not to exceed \$127,000. The agreement for the RCC Student Services and Workforce Development Building is in an amount not to exceed \$142,000. Detailed scope of work is identified in the attached agreements.

Additionally, due to three of four FPPs submitted September 1, 2010, were not State approved: MVC Center for Human Performance, RCC Cosmetology Building and RCC Life Science/Physical Science Reconstruction; staff would like to revise and resubmit these projects for State approval. Staff therefore requests approval of design services agreements with Steinberg Architects and HMC Architects for these three projects. Steinberg Architects and HMC Architects provided the original FPP design services. With their knowledge of the projects, design changes would be at a minimal fee. The agreement with Steinberg Architects for the MVC Center for Human Performance is in an amount not to exceed \$7,800. The agreements with HMC Architects for the RCC Cosmetology Building in an amount not to exceed \$6,000 and RCC Life Science/Physical Science Reconstruction in an amount not to exceed \$6,000. Detailed scope of work is identified in the attached agreements.

To be funded by the College Allocated Measure C Funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND OPERATIONS COMMITTEE

Report No.: III-C-2

Date: February 22, 2011

Subject: Final Project Proposal Design Services Agreements for Moreno Valley College and Riverside City College for State Capital Outlay Funding (continued)

Recommended Action: It is recommended that the Board of Trustees:

1. Approve the agreement with HMC Architects for the Moreno Valley College Library Learning Center in an amount not to exceed \$127,000;
2. Approve the agreement with HMC Architects for the Riverside City College Student Services and Workforce Development Building in an amount not to exceed \$142,000;
3. Approve the agreement with Steinberg Architects for the Moreno Valley College Center for Human Performance in an amount not to exceed \$7,800;
4. Approve the agreement with HMC Architects for the Riverside City College Cosmetology Building in an amount not to exceed \$6,000;
5. Approve the agreement with HMC Architects for the Riverside City College Life Science/Physical Science Reconstruction in an amount not to exceed \$6,000;
6. Approve the use of Measure C funds as the funding source for the agreements;
7. Authorize the Vice Chancellor, Administration and Finance to sign the agreements.

Gregory W. Gray
Chancellor

Prepared by: Monte Perez, President, Moreno Valley College

Tom Harris, Acting President, Riverside City College

Claude Martinez, Interim Vice President Business Services
Moreno Valley College

Norm Godin, Vice President Business Services, Riverside City College

Orin L. Williams, Associate Vice Chancellor
Facilities Planning and Development

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

HMC ARCHITECTS

THIS AGREEMENT is made and entered into on the 23rd day of February, 2011, by and between HMC ARCHITECTS hereinafter referred to as "Architect" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Architect's office(s), and on site at Riverside Community College District's, Riverside City College.
3. The services rendered by the Architect are subject to review by the Associate Vice Chancellor of Facilities Planning and Development or his designee.
4. The term of this agreement shall be from February 23, 2011, to the estimated completion date of July 31, 2011, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Architect.
5. Payment in consideration of this agreement shall not exceed \$127,000 including reimbursable expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning and Development, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning and Development.
6. All data prepared by Architect hereunder specific only to this project, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Architect shall have the right to retain copies of all such data for Architect records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and

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

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

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

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

HMC Architects

Riverside Community College District

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

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Scope of Services

A. SCOPE OF WORK

HMC Architects will collaborate with the Riverside Community College District (RCCD) and the college's user groups to develop the building program and the schematic design. Once established we will prepare the cost estimate, the outline specification and the response to the State Administrative Manual (SAM). All information will be developed to include in the form of a Final Project Proposal (FPP) in order to meet your submittal deadline to the California Community College Chancellor's Office (CCCCO) of July 1, 2011. The FPP will be prepared in both hard copy and electronic versions to meet the CCCCCO requirements, and ensure accuracy between all data regardless of submittal format.

The following is a summary of the scope of services:

1. Review existing space uses and needs of the Library Learning Center Program.
2. Conduct meetings with the College, User Groups and RCCD to review, identify and confirm space needs of the facility.
3. Identify future space use needs and related site development to be accommodated in the Library Learning Center Program.
4. Prepare conceptual design, including related site requirements, for review and approval by College, User Groups and RCCD.
5. Confirm final space needs with the College, User Groups and RCCD.
6. Review and solicit feedback on the proposed space needs with the CCCCCO and make space needs recommendations to RCCD based on CCCCCO comments.
7. Prepare and coordinate final FPP documents for the College and RCCD review and submittal to the CCCCCO.

B. COMPENSATION

HMC Architects FPP design services for the Library Learning Center project will be provided at a fixed fee of One Hundred Twenty-Seven Thousand dollars. The breakdown is as follows:

HMC	\$ 94,000
Linda Demmers, Library Consulting	\$ 10,000
<u>FPACS (Eric Mittlestead)</u>	<u>\$ 23,000</u>
Total	\$127,000

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

HMC ARCHITECTS

THIS AGREEMENT is made and entered into on the 23rd day of February, 2011, by and between HMC ARCHITECTS hereinafter referred to as “Architect” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the “District.”

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Architect’s office(s), and on site at Riverside Community College District’s, Riverside City College.
3. The services rendered by the Architect are subject to review by the Associate Vice Chancellor of Facilities Planning and Development or his designee.
4. The term of this agreement shall be from February 23, 2011, to the estimated completion date of July 31, 2011, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Architect.
5. Payment in consideration of this agreement shall not exceed \$142,000 including reimbursable expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning and Development, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning and Development.
6. All data prepared by Architect hereunder specific only to this project, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Architect shall have the right to retain copies of all such data for Architect records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not

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

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

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

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

HMC Architects

Riverside Community College District

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

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Scope of Services

A. SCOPE OF WORK

HMC Architects will collaborate with the Riverside Community College District (RCCD) and the college's user groups to develop the building program and the schematic design. Once established we will prepare the cost estimate, the outline specification and the response to the State Administrative Manual (SAM). All information will be developed to include in the form of a Final Project Proposal (FPP) in order to meet your submittal deadline to the California Community College Chancellor's Office (CCCCO) of July 1, 2011. The FPP will be prepared in both hard copy and electronic versions to meet the CCCCCO requirements, and ensure accuracy between all data regardless of submittal format.

The following is a summary of the scope of services:

1. Review existing space uses and needs of the Student Services & Workforce Development Program.
2. Conduct meetings with the College, User Groups and RCCD to review, identify and confirm space needs of the facility.
3. Identify future space use needs and related site development to be accommodated in the Student Services & Workforce Development Program.
4. Prepare conceptual design, including related site requirements, for review and approval by College, User Groups and RCCD.
5. Provide third party Structural and MEP reports.
6. Confirm final space needs with the College, User Groups and RCCD.
7. Review and solicit feedback on the proposed space needs with the CCCCCO and make space needs recommendations to RCCD based on CCCCCO comments.
8. Prepare and coordinate final FPP documents for the College and RCCD review and submittal to the CCCCCO.
9. It is our understanding that this project will replace the existing Riverside City College Administration Building (O.W. Noble).
10. It is our understanding that the College will consist of four (4) User Groups plus Administrators.

B. COMPENSATION

HMC Architects FPP design services for the Student Services and Workforce Development Building project will be provided at a fixed fee of One Hundred Forty-Two Thousand (\$142,000) dollars. The breakdown is as follows:

HMC	\$ 94,000
Structural (Saiful/Bouquet)	\$ 15,000
MEP (P2S)	\$ 10,000
<u>FPACS (Eric Mittlestead)</u>	<u>\$ 23,000</u>
Total	\$142,000

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

STEINBERG ARCHITECTS

THIS AGREEMENT is made and entered into on the 23rd day of February, 2011, by and between STEINBERG ARCHITECTS hereinafter referred to as "Architect" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Architect's office(s), and on site at Riverside Community College District's, Riverside City College.
3. The services rendered by the Architect are subject to review by the Associate Vice Chancellor of Facilities Planning and Development or his designee.
4. The term of this agreement shall be from February 23, 2011, to the estimated completion date of July 31, 2011, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Architect.
5. Payment in consideration of this agreement shall not exceed \$7,800 including reimbursable expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning and Development, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning and Development.
6. All data prepared by Architect hereunder specific only to this project, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Architect shall have the right to retain copies of all such data for Architect records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and

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

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

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

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

Steinberg Architects

Riverside Community College District

David Hart, AIA
Executive Vice President
523 West 6th Street, Suite 245
Los Angeles, CA 90014

James L. Buisse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Scope of Services

Project Understanding

Riverside Community College District intends to update and resubmit the Final Project Proposal (FPP) for capital outlay funding allocation from the California Community College Chancellor's Office (CCCCO) for the Center for Human Performance building project at the Moreno Valley College.

To facilitate this, the District has asked Steinberg Architects and its consultants to prepare the necessary information for the District's submittal to the CCCCCO.

Project Scope

1. Compile all updated documents into the final FPP workbook.
2. Deliver one hard copy of FPP to the District.
3. Send electronic FPP to the CCCCCO.
4. Update of the following required documents: 1.1, 2.1, 3.1, 3.2, 4.1, 5.1, 5.2 (with architect's updated estimate), 6.1, 8.1, 10.1, 11.1, 14.1 and 16.1 (equipment list).
5. Update of the State Administrative Manual (SAM) narrative statement, 7.1
6. Coordinate with Chancellors Office to obtain support of the project.
7. Enter updated project information into the State's FUSION database.
8. Make recommendations on how much of a District contribution is needed.
9. This proposal does not include site visits.

Exclusions

Please note that the responsibilities and costs for this updated FPP assume that there are absolutely no scope changes that will require the architect to change the space and floor plans for this project.

Efforts and/or deliverables required by our Mechanical, Electrical, Plumbing, Telecommunications, and Civil consultants are not included as part of this fee proposal.

The Capital Outlay process is a competitive process. There is no guarantee that the FPP will be approved and funded.

District Responsibilities

The District will send three wet signature FPP documents to the CCCCCO.

Compensation

Steinberg Architects and its consultants will perform the above described services for a fixed fee of Seven Thousand Eight Hundred Dollars (\$7,800), inclusive of reimbursable expenses.

Hourly Rates

For hourly or Additional Services as agreed to by both parties, the Architect's hourly rates as of September 1, 2011 are set forth below. The Architect's hourly rates are adjusted annually on the first of September, in accordance with normal salary review practices. The rates represent the

range for professional and administrative personnel. Project-specific roles for personnel will be established with the appropriate rate.

Principal	\$190-230	Job Captain	\$132
Senior Project Architect	\$170-180	Intermediate	\$108-119
Senior Project Manager	\$170	Entry Level Designer	\$98
Senior Designer	\$170	Interior Designer	\$98
Project Manager	\$155	Administrative Staff	\$85
Project Architect	\$148	Intern	\$69
Designer	\$143		

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

HMC ARCHITECTS

THIS AGREEMENT is made and entered into on the 23rd day of February, 2011, by and between HMC ARCHITECTS hereinafter referred to as "Architect" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Architect's office(s), and on site at Riverside Community College District's, Riverside City College.
3. The services rendered by the Architect are subject to review by the Associate Vice Chancellor of Facilities Planning and Development or his designee.
4. The term of this agreement shall be from February 23, 2011, to the estimated completion date of July 31, 2011, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Architect.
5. Payment in consideration of this agreement shall not exceed \$6,000 including reimbursable expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning and Development, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning and Development.
6. All data prepared by Architect hereunder specific only to this project, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Architect shall have the right to retain copies of all such data for Architect records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and

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

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

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

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

HMC Architects

Riverside Community College District

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

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Scope of Services

A. SCOPE OF WORK

HMC Architects will revise and resubmit the Final Project Proposal (FPP) for the Riverside City College Cosmetology Building. Specific services will include updating the JCAF 32 and supporting budget forms to match current construction cost index, update project schedules and funding years, update all State Administrative Manual (SAM) Narrative budget and cost tables. Assemble, print and deliver five (5) hard copies to the District.

B. COMPENSATION

HMC Architects FPP design services for the Cosmetology Building project will be provided at a fixed fee of Six Thousand dollars. The breakdown is as follows:

HMC	\$ 2,000
<u>FPACS (Eric Mittlestead)</u>	<u>\$ 4,000</u>
Total	\$ 6,000

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

HMC ARCHITECTS

THIS AGREEMENT is made and entered into on the 23rd day of February, 2011, by and between HMC ARCHITECTS hereinafter referred to as “Architect” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the “District.”

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Architect’s office(s), and on site at Riverside Community College District’s, Riverside City College.
3. The services rendered by the Architect are subject to review by the Associate Vice Chancellor of Facilities Planning and Development or his designee.
4. The term of this agreement shall be from February 23, 2011, to the estimated completion date of July 31, 2011, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Architect.
5. Payment in consideration of this agreement shall not exceed \$6,000 including reimbursable expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning and Development, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning and Development.
6. All data prepared by Architect hereunder specific only to this project, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Architect shall have the right to retain copies of all such data for Architect records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District’s sole risk, and

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

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

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

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

HMC Architects

Riverside Community College District

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

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Scope of Services

A. SCOPE OF WORK

HMC Architects will revise and resubmit the Final Project Proposal (FPP) for the Riverside City College Life Science/Physical Science Reconstruction. Specific services will include updating the JCAF 32 and supporting budget forms to match current construction cost index, update project schedules and funding years, update all State Administrative Manual (SAM) Narrative budget and cost tables. Assemble, print and deliver five (5) hard copies to the District.

B. COMPENSATION

HMC Architects FPP design services for the Life Science/Physical Science Reconstruction project will be provided at a fixed fee of Six Thousand dollars. The breakdown is as follows:

HMC	\$ 2,000
<u>FPACS (Eric Mittlestead)</u>	<u>\$ 4,000</u>
Total	\$ 6,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: III-D-1

Date: February 22, 2011

Subject: Riverside City College Facilities Master Plan Update – Professional Services Agreement with MDA Johnson Favaro

Background: On February 21, 2006, the Board of Trustees adopted a planning process that included the development of Long Range Education Program, Growth, and Capital Master Plans for the District's three colleges. On February 20, 2007, the Board of Trustees approved agreements with three architectural consultant firms; MDA Johnson Favaro (Norco College), Steinberg Architects (Riverside City College), Maas Companies, Inc. (Moreno Valley College), to prepare the Long Range Education Program, Growth, and Capital Master Plan. On March 18, 2008, the Board's Planning Committee was presented with Riverside City College's (RCC) Long Range Education Program, Growth and Facilities Master Plan.

As requested by the College, on October 11, 2010, the District advertised a Request for Qualifications (RFQ) for Riverside City College Facilities Master Plan Update Consultant Services (Exhibit A). The services would include an update to the existing Facilities Master Plan (FMP) in an effort to:

- a. Update the existing FMP, including standards, strategies and infrastructures;
- b. Evaluate viability of existing parking resources, along with potential parking opportunities to support the College's vision and growth objectives;
- c. Recommend replacement, and mitigation strategies for physical resources to sustainably support future growth demands at RCC;
- d. Recommend methodology to maximize state funding through the discrete sequencing of campus building planning, in collaboration with the District's State Specialist;
- e. Recommend methodology to plan and maximize the competitiveness of the Initial Program Proposal and Final Project Proposal process required for the college to participate in the State Capital Facilities Bond program;
- f. Collaborate and integrate the District's branding goals and objectives into the updated FMP for integration.

On November 10, 2010, the District received three responses to the RFQ. After evaluation based on each firm's qualifications, relevant experience with similar work, and location, and college review, staff requests approval to enter into the attached agreement with MDA Johnson Favaro for Riverside City College Facilities Master Plan Update in a total amount not to exceed \$77,000; using District Allocated Measure C Funds. The agreement is attached for the Board's review and consideration.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: III-D-1

Date: February 22, 2011

Subject: Riverside City College Facilities Master Plan Update – Professional Services Agreement with MDA Johnson Favaro (continued)

Recommended Action: It is recommended that the Board of Trustees approve the agreement with MDA Johnson Favaro for the Riverside City College Facilities Master Plan Update in the amount not to exceed \$77,000, using District Allocated Measure C Funds; and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Gregory W. Gray
Chancellor

Prepared by: Tom Harris, Acting President
Riverside City College

Norm Godin, Interim Vice President
Business Services, Riverside City College

Orin L. Williams
Associate Vice Chancellor
Facilities Planning and Development

Michael J. Stephens, Director of Construction
Facilities Planning and Development

Exhibit A

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Request for Qualifications
RIVERSIDE CITY COLLEGE FACILITIES MASTER PLAN UPDATE
CONSULTANT SERVICES

Information Package

October 11, 2010

The Riverside Community College District's (RCCD) Facilities Planning, Design & Construction (FPD&C) office, on behalf of the RCCD Board of Trustees is seeking to identify qualified consultants that can, if selected, provide Riverside City College Facilities Master Plan Update Consultant Services.

Questions should be addressed to: Michael J. Stephens, AIA, Capital Program Administrator for Facilities Planning, Design & Construction (FPD&C) at (951) 222-8946.

Statements of Qualification (SOQ) must be received by 2:00 PM, on November 5, 2010, at the District's Purchasing Office, Attention:

Purchasing Office
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506-1299

NO LATE SUBMISSIONS WILL BE ACCEPTED; LATE SUBMISSIONS WILL BE RETURNED UNOPENED.

The Riverside Community College District is located in the County of Riverside, in what is referred to as the Inland Empire, the fastest growing area in California. In the past eight years the District has grown by more than 50% in Weekly Student Contact Hours (WSCH). The District operates three separate colleges: Riverside City College, Moreno Valley College, and Norco College, and four other Learning Centers in the surrounding communities. The District serves 38,395 students each semester.

Riverside City College is the oldest of the colleges and is the site of the original college. Located in the City of Riverside, the campus opened in 1916 and today serves more than 23,522 students each semester and has 52 buildings and a Systems Office Building in downtown Riverside.

A. SELECTION PROCESS

Following the Statement of Qualification submittal deadline, those firms selected as "short-list" District Consultation Firms will be required to attend a mandatory informal interview. The informal interview will be held with the intended purpose of introducing those firms to the District primary contacts and provide information about the expectations required of the selected firm.

Only those firms selected to participate in the interview will be considered for District Consultation Services.

1. The District will solicit State of Qualifications from prospective firms.
2. The District will screen proposals and establish a short list of "finalists" to be interviewed.

3. The District will conduct informal interviews of the finalist(s).
4. The District will negotiate fees and agreed upon services.
5. District staff will recommend appointment of the firm to the Board of Trustees.
6. Upon action by the Board, District will execute agreement with the firm.

The following RFQ Process/Interview Schedule is provided as a courtesy, and is subject to change at the discretion of the District:

Task	Date
RFQ Issue Date	10/11/10
RFP Response Due Date	11/05/10
Interview (During the Week of)	11/15/10

B. OVERVIEW

The FPD&C office is seeking qualified Architectural Consultant firms that can assist the Riverside Community College District's FDC staff in providing higher education Facilities Master Planning services for the UPDATE of an existing Facilities Master Plan (FMP).

The existing FMP for Riverside City College is available for download and review on the District's website at <http://www.rcc.edu/district/index.cfm>

C. PROJECT DESCRIPTION AND BASIC SERVICES

This project will consist of an update to the existing Facilities Master Plan (FMP) in an effort to:

- a. Investigate existing FMP, including standards, strategies and infrastructures;
- b. Evaluate viability of existing parking resources, along with potential parking opportunities to support the College's vision and growth objectives;
- c. Recommend replacement, and mitigation strategies for physical resources to sustainably support future demands at RCC;
- d. Recommend methodology to maximize state funding through the discrete sequencing of campus building planning, in collaboration with the District's State Specialist;
- e. Recommend methodology to plan and maximize the competitiveness of the IPP and FPP process at the CCCCCO.
- f. Collaborate and integrate the district's branding goals & objectives into the updated FMP for integration.

The basic services for this project include the following components:

- Facility Master Plan design standard update recommendations;
- Short and long range parking solutions;
- Facility Master Plan diagrams and renderings as required to convey concepts to Strategic Planning Committee;
- Develop 2-3 scenarios related to potential adjacent property acquisition(s);

- Facility Master Plan sequencing matrix update recommendations, coordinated with District and College goals, as well as maximizing the District's strategic leverage with State funding.

D. TENTATIVE PROJECT SCHEDULE

Phase	Start Date	Completion Date
Assessment	January 3, 2011	February 4, 2011
Draft Report/Presentation	--	March 7, 2011
Final Report	--	April 8, 2011

E. RFQ RESPONSE REQUIREMENTS

In order to be considered for selection, the response to this RFQ shall provide the information necessary for evaluation of your firm/team. The District intends to select a firm that has demonstrated significant experience in higher education facilities of similar size, scope and complexity. The information below describes the criteria that will impact the selection committee's decision.

1. Cover Letter
Provide a cover letter expressing interest, availability to provide services and a summary of the firm's qualifications.
2. Firm Profile
Provide a brief description of your firm's history, firm size, office location(s), and your firm's capabilities to perform the requirements of this scope of work. Demonstrate the firm's knowledge of and experience with innovative and progressive educational facilities.
3. Experience
Describe the firm's experience with higher education projects of similar size and complexity. Highlight three projects that demonstrate the firm's experience and ability to complete the services identified in this RFQ.
4. Team Members Experience
Provide a list of key personnel to be assigned to the project including their roles and responsibilities. Include individual's qualifications and project experience. Describe each team member's experience with higher education projects of similar size and complexity.
5. Project Approach and Philosophy
Describe your approach and philosophy in implementing this project.
6. Project Fee Structure
Provide hourly rates for all to be assigned to the project, and provide summary of anticipated costs and hours for entire effort required, as outlined within this RFQ, to complete the project.

7. Additional Information

Provide any additional information or suggestions you believe would assist the District in consideration of your firm for this project.

F. RFQ SUBMITTAL REQUIREMENTS

The individual or official of the firm who has the authority to bind the firm contractually must sign the RFQ.

Interested firms should submit eight (8) copies of their bound proposal, including one original with original signatures, to RCCD by the due date. Proposals should be clearly labeled "Request for Qualifications RIVERSIDE CITY COLLEGE FACILITIES MASTER PLAN UPDATE" and delivered to RCCD.

G. BASIS OF AWARD AND RFQ MODIFICATION

The RFQs will be evaluated based on each firm's qualifications, relevant experience with similar work, and location. This Request for Qualifications does not commit the District to awarding a Contract, to paying any costs incurred in the preparation of the submittal for this request, or to procuring or contracting for services. The District reserves the right to cancel in whole or in part this RFQ, to reject any and all submittals, to accept the firm it considers most favorable to the District's interest in its sole discretion, and to waive irregularities or informalities in any submittal. The District also reserves the right to reject all submissions and seek new submissions when such procedure is considered by it to be in the best interest of the District. The District further reserves the right to withdraw, modify or discontinue this RFQ process at any time. If one of these events should occur, participating candidates will be notified as soon as practically possible. The District may at its option revise the schedule of events or anticipated date of award or may request further information from any firm.

All submittals become the property of the Riverside Community College District.

H. AGREEMENT

The firm selected by the District to perform the services outlined in this RFQ will be required to execute an Agreement for Professional Services (Agreement) with the RCCD. Attention will be directed at the time of contract negotiation to the specific types and amounts of insurance that the selected firm will be required to maintain under the Agreement with the District, in consideration of those outlined under Section K.

I. FEE

Fees will be negotiated following the tentative selection of a firm to perform Consultant Services on the project. If fee negotiations with that firm are not successful, and/or the fees discussed are outside the budgetary constraints for the project, the District reserves the right to suspend negotiations with that firm, and proceed to negotiate with another firm on the shortlist.

J. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250, et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between the District and Proposer shall be available to the public.

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the District withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal or Bid as confidential. Additionally, Proposer may not designate its Price Proposal or other Proposal Forms as confidential.

If Proposer requests that District withhold from disclosure information identified as confidential and District complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless District from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all cost and expenses related to withholding Proposer information. Proposer shall not make a claim, sue or maintain any legal action against District or its directors, officers, employees or agents in connection with the withholding from disclosure of Proposer information.

If the Proposer does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to withhold the information from disclosure and may release the information sought without liability to the District.

K. INSURANCE

The selected Consultant shall, at all times during the term of the Agreement, carry, maintain and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance in accordance with District Policy, with minimum limits of \$1,000,000 each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by the Consultant.

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

MDA JOHNSON FAVARO

THIS AGREEMENT is made and entered into on the 23rd day of February, 2011, by and between MDA JOHNSON FAVARO hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), and on site at Riverside Community College District's, Riverside City College.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor of Facilities Planning and Development or his designee.
4. The term of this agreement shall be from February 23, 2011, to the estimated completion date of December 31, 2011, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$77,000 including reimbursable expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning and Development, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning and Development.
6. All data prepared by Consultant hereunder specific only to this project, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's

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

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

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

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

MDA Johnson Favaro

Riverside Community College District

Jim Favaro
Principal
5898 Blackwelder St.
Culver City, CA 90232

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

ARCHITECTURE + URBAN DESIGN



December 2, 2010

Mr. Michael J. Stephens, AIA, Capital Program Administrator
Facilities Planning, Design & Construction (FPD&C)
Riverside Community College District
c/o Purchasing Office
4800 Magnolia Avenue
Riverside, CA 92506-1299

**RE: Riverside Community College District
Riverside City College Facilities Master Plan Update**


Dear Mr. Stephens,

We will complete the scope of this project as described in the October 11, 2010 RFQ including all tasks and deliverables, providing all necessary technical expertise, district, college and community outreach within the schedule required by the district and college for a fixed fee of **\$77,000**.

Thank you again for your consideration of our team for this opportunity to continue to serve the district.

Feel free to call for question and/or comments.

Sincerely,


Jim Favaro, Principal
MDA, Johnson Favaro

Scope of Services included from RCCD RFQ Dated 10/11/2011:

C. PROJECT DESCRIPTION AND BASIC SERVICES

This project will consist of an update to the existing Facilities Master Plan (FMP) in an effort to:

- a. Investigate existing FMP, including standards, strategies and infrastructures;
- b. Evaluate viability of existing parking resources, along with potential parking opportunities to support the College's vision and growth objectives;
- c. Recommend replacement, and mitigation strategies for physical resources to sustainably support future demands at RCC;
- d. Recommend methodology to maximize state funding through the discrete sequencing of campus building planning, in collaboration with the District's State Specialist;
- e. Recommend methodology to plan and maximize the competitiveness of the IPP and FPP process at the CCCCCO.
- f. Collaborate and integrate the district's branding goals & objectives into the updated FMP for integration.

The basic services for this project include the following components:

- Facility Master Plan design standard update recommendations;
- Short and long range parking solutions;
- Facility Master Plan diagrams and renderings as required to convey concepts to Strategic Planning Committee;
- Develop 2-3 scenarios related to potential adjacent property acquisition(s);
- Facility Master Plan sequencing matrix update recommendations, coordinated with District and College goals, as well as maximizing the District's strategic leverage with State funding.

D. TENTATIVE PROJECT SCHEDULE

Phase	Start Date	Completion Date
Assessment	January 3, 2011	February 4, 2011
Draft Report/Presentation	--	March 7, 2011
Final Report	--	April 8, 2011

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-E-1

Date: February 22, 2011

Subject: Norco College Secondary Effects Project - Inspection and Testing Services Agreements with Inland Inspections and Consulting and River City Testing

Background: On October 20, 2009, the Board of Trustees approved a tentative project budget in the amount of \$16,009,004 for the Norco College Secondary Effects project using District Measure C funds. This Secondary Effects project is planned to repurpose and rehabilitate 31,000 square feet of space and will provide students and faculty with: a new Biology Lab, Chemistry Lab, a remodeled Physics Lab, Chemistry Lab, a new Art Gallery, Learning Center including Integrated Instructional Support Labs, remodeled office spaces, and expanded College Police office, an enlarged Assessment Center, and an enlarged Admissions and Records Services area.

Staff is now requesting approval to enter into the attached agreement with Inland Inspections and Consulting for DSA Inspection Services for the Norco College Secondary Effects project. Services under this agreement would include all on-site DSA required Inspector of Record (IOR) services and District specialty and quality control inspections for a total amount not to exceed \$264,528.

Additionally, staff is requesting approval to enter into an agreement with River City Testing to provide DSA Special Inspection and Testing Laboratory Services for the Norco College Secondary Effects project. Services under this agreement would include all specialty and material testing for a total amount not to exceed \$60,371.50. The proposed agreements are attached for the Board's review and consideration.

Agreements to be funded by the Board-approved Secondary Effects Project budget, Norco College Allocated Measure C Funds.

Recommended Action: It is recommended that the Board of Trustees approve the attached agreements for the Norco College Secondary Effects project with Inland Inspections and Consulting in the amount of \$264,528 for DSA Inspector of Record services; and River City Testing in the amount of \$60,371.50 for DSA Special Inspection and Testing Laboratory Services; and authorize the Vice Chancellor, Administration and Finance, to sign the agreements.

Gregory W. Gray
Chancellor

Prepared by: Brenda Davis
President
Norco College

Orin L. Williams
Associate Vice Chancellor
Facilities Planning and Development

Michael J. Stephens, Director of Construction
Facilities Planning and Development

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

INLAND INSPECTIONS & CONSULTING

THIS AGREEMENT is made and entered into on the 23rd day of February, 2011, by and between INLAND INSPECTIONS & CONSULTING hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), and on site at Riverside Community College District's Norco College.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor of Facilities Planning and Development or his designee.
4. The term of this agreement shall be from February 23, 2011, to the estimated completion date of June 30, 2012, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$264,528 including expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning and Development, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning and Development.
6. All data prepared by Consultant hereunder specific only to this project, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified and defended

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

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

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

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

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

Inland Inspections & Consulting

Riverside Community College District

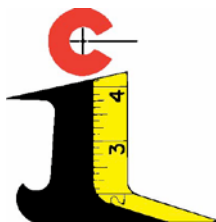
Robert E. Schumacher
Director of Operations
7338 Sycamore Canyon Blvd., Ste. 4
Riverside, CA 92508

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I
Scope of Services



INLAND INSPECTIONS & CONSULTING
7338 SYCAMORE CANYON BLVD., STE. 4, RIVERSIDE, CA 92508
(951) 697-1000 * FAX (951) 697-1030

Mr. Michael J. Stephens
Capital Program Administrator
Facilities Planning Design and Construction
Riverside Community College District
3845 Market St.
Riverside, CA 92501

January 13, 2011

RE: Moreno Valley College Secondary Effects Project
DSA Application Numbers 04-111234, DSA File Number 33-C1
DSA Project Inspector

Pursuant to your request, I am providing this proposal for the referenced service. The proposal is based on a review of the DSA – approved plans and specifications. It is our understanding that this project is scheduled for 16 months beginning in March 2011, and that work will be required on 32 Saturdays.

Our estimated fee for Project Inspector for these projects is \$264,528.

NOTE REGARDING OVERTIME RATES:

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

Please contact me if you have any questions regarding our services or fees.

Sincerely,
Robert E. Schumacher
Robert E. Schumacher
Director of Operations

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

RIVER CITY TESTING

THIS AGREEMENT is made and entered into on the 23rd day of February, 2011, by and between RIVER CITY TESTING hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), and on site at Riverside Community College District's Norco College.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor of Facilities Planning and Development or his designee.
4. The term of this agreement shall be from February 23, 2011, to the estimated completion date of June 30, 2012, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$60,371.50 including expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning and Development, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning and Development.
6. All data prepared by Consultant hereunder specific only to this project, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified and defended

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

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

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

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

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

River City Testing

Riverside Community College District

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

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Scope of Services



River City Testing
7338 Sycamore Canyon Blvd., Ste. 4 ~ Riverside, CA 92508
(951) 697-0800 ~ fax (951) 697-5744

January 13, 2011

Mr. Michael Stephens
Capital Program Administrator
Facilities Planning Design and Construction
Riverside Community College District
3845 Market St.
Riverside, CA 92501

RE: Norco College Secondary Effects Project
DSA Application Number 04-111234, DSA File Number 33-C1
DSA Special Inspection and Testing Laboratory Services

Pursuant to your request, I am providing this proposal for the referenced services. The proposal is based on a review of the DSA-approved plans and specifications. It is our understanding that this project is scheduled for 16 months beginning in March 2011.

Our estimated fee for the referenced services for these projects is \$60,371.50. We will submit monthly invoices as work on this project progresses.

NOTE REGARDING OVERTIME RATES:

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

Please contact me if you have any questions regarding our services or fees.

Sincerely,
Robert E Schumacher

Robert E. Schumacher
Director of Operations

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-E-2

Date: February 22, 2011

Subject: Emergency Repairs and Replacement Associated with December 2010 Flood Damage at Riverside Community College District Facilities – Resolution No. 32-10/11

Background: Heavy storms in late December caused flooding damage at the following Riverside Community College District facilities:

Riverside City College campus – Wheelock Stadium and Field

- Water overflowed from the arroyo flood control channel onto the Wheelock Field and into the Stadium, leaving both facilities partially submerged and jeopardizing the timely start of educational programs. The flooding caused damage to the track and artificial turf, and ruined athletic equipment, washers and dryers, supplies and uniforms. The flooding also damaged boilers, computers, office equipment and furniture and electrical equipment beyond repair.

Alumni House

- The heavy downpour overwhelmed rooftop drains causing leakage into the second story office areas, damaging the walls and wood flooring.

Corona – Office of Economic Development

- A storm drain located on the street in front of the facility backed-up into the first floor administrative offices, ruining flooring, drywall, and computer equipment and caused disruption to operations of the office.

Norco College campus – Library and Applied Technology Building

- The heavy downpour overwhelmed rooftop drains causing leakage into the buildings and resulted in damage to the walls.

Moreno Valley College campus – Parking Lights and Emergency Lighting

- Water inundated an electrical box feeding power to lights in parking lot B causing an electrical short that irreparably damaged the electrical wiring. In addition, the electrical short destroyed a motherboard controlling emergency lighting in some buildings.

To mitigate the damage and prevent further disruption, the District hired several licensed, experienced contractors to immediately clean, restore and make necessary repairs. The District has also started the process of filing insurance claims through Alliance of Schools for

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-E-2

Date: February 22, 2011

Subject: Emergency Repairs and Replacement Associated with December 2010 Flood Damage at Riverside Community College District Facilities – Resolution No. 32-10/11 (continued)

Cooperative Insurance Programs (ASCIP), Federal Emergency Management Agency (FEMA) and CalFEMA. On January 26, 2011, President Barack Obama signed a disaster declaration for the December storms. The federal declaration will permit reimbursement of qualifying costs up to 75% of the loss. In addition, the State also declared an emergency which will permit reimbursement of 75% of the remaining 25% of qualifying costs.

As permitted under Public Contract Code (PCC) 20654, the District may authorize the initiation of emergency repairs. PCC reads as follows:

20654. (a) In an emergency when any repairs, alterations, work, or improvement is necessary to any facility of the college, or to permit the continuance of existing college classes, or to avoid danger to life or property, the board by unanimous vote, with the approval of the county superintendent of schools, may do either of the following:

- 1) Make a contract in writing or otherwise on behalf of the district for the performance of labor and furnishing of materials or supplies for the purpose without advertising for bids.
- 2) Notwithstanding Section 20655, authorize the use of day labor or force account for the purpose.

Staff is now requesting the Board to declare that an emergency exists and requests authorization to enter into contracts on behalf of the District for the performance of labor and furnishing of materials or supplies without advertising for or inviting bids for the repair and clean-up of the flooding damage described above.

Additionally, staff is requesting the Board to approve funding the cost of the repairs, replacement and restoration currently estimated at \$1.5 million from Resource 6100 – Self-Insurance – Liability and Health. As noted above, the District is actively pursuing insurance, FEMA and third-party reimbursement options.

It also is requested that the Board approve the attached Resolution No. 32-10/11 authorizing the emergency repairs and purchases.

Recommended Action: It is recommended that the Board declare that an emergency exists and authorize entering into contracts on behalf of the District for the performance of labor and

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-E-2

Date: February 22, 2011

Subject: Emergency Repairs and Replacement Associated with December 2010 Flood
Damage at Riverside Community College District Facilities – Resolution No. 32-
10/11 (continued)

furnishing of materials and supplies without advertising for or inviting bids for the repair, replacement and clean-up of the flooding damage that occurred at Riverside City College, the Alumni House, Norco College, Moreno Valley College, and the Riverside Community College District Office of Economic Development in Corona. It is further recommended that the Board approve funding for the emergency repairs and replacement in the approximate amount of \$1.5 million from Resource 6100 – Self-Insurance Liability and Health. Finally, it is recommended that the Board approve attached Resolution No. 32-10/11 authorizing the emergency repairs and replacement.

Gregory W. Gray
Chancellor

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

Majd S. Askar
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION No. 32-10/11

Emergency Repairs and Replacement Associated with December 2010 Flood Damage at
Riverside Community College District Facilities

WHEREAS Riverside Community College District (RCCD) is the owner of facilities on the Riverside City College, Norco College and Moreno Valley College campuses and the Alumni House; and is the lessee of office space from the City of Corona for the RCCD Office of Economic Development; and

WHEREAS heavy storm and flood waters damaged the District's owned and leased facilities on or adjacent to the Riverside City College, Norco College, Moreno Valley College campuses; and in the City of Corona ; and

WHEREAS the estimated cost of repairs will exceed State bid requirements; and

WHEREAS the Board of Trustees of the Riverside Community College District has determined that the above condition constitutes a danger to life and property; and

WHEREAS Public Contract Code Section 20654 (a) (1) authorizes community colleges, with the approval of the County Superintendent of Schools, to make contracts on behalf of the District for the performance of labor and furnishing of materials or supplies without advertising for or inviting bids in the event of an emergency in order to avoid danger to life and property;

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

Section 1: The Board of Trustees of the Riverside Community College District hereby declares that a danger to life and property exists at District owned or leased facilities located on or adjacent to the Riverside City College, Norco College and Moreno Valley College campuses; and in the City of Corona.

Section 2: The Vice Chancellor, Administration and Finance of RCCD, or designee, is authorized to seek the approval of the Riverside County Superintendent of Schools to make the necessary contracts to avoid danger to life and property from this condition without advertising or inviting bids.

This is an exact copy of the resolution
adopted by the governing board at
a regular meeting on February 22, 2011.

Clerk or Authorized Agent