



**Board of Trustees - Regular Meeting - Board of Trustees Governance Committee,  
Teaching and Learning Committee, Planning and Operations Committee,  
Facilities Committee and Resources Committee**  
Tuesday, November 01, 2011 6:00 PM  
Center for Student Success, Room 217, Norco College, 2001 Third Street, Norco  
92860

## ORDER OF BUSINESS

### Pledge of Allegiance

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

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

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

- I. COMMENTS FROM THE PUBLIC
- II. PUBLIC HEARING (NONE)
- III. CHANCELLOR'S REPORT
  - A. [Chancellor's Communications](#)  
*Information Only*
- IV. BOARD COMMITTEE REPORTS
  - A. Governance
    - 1. [Revised and New Board Policies First Reading](#)  
*The committee to review the first reading of Board Policies 3440, 3505, 4000, 5130 and 7130.*
  - B. Teaching and Learning (None)
  - C. Planning and Operations (None)
  - D. Facilities
    - 1. [Utility Infrastructure Project for Norco College and Riverside City College](#)  
*The committee to review an agreement with Tilden-Coil Constructors, Inc. for construction management services in amount not to exceed \$758,038; and an agreement with PSOMAS for engineering services in amount not to exceed \$512,797 for the Utility Infrastructure project.*

2. [Amendment No. 1 with PSOMAS for ADA Transition Plan and Implementation \(Phase I\) Project](#)

*The committee to consider an amendment with PSOMAS in an amount not to exceed \$44,619.70 for the ADA Transition Plan and Implementation (Phase 1) project.*

3. [Change Order for Wheelock Gymnasium, Seismic Retrofit Project](#)

*The committee to consider a change order with Inland Building Construction Company in the amount of \$484,710.05 for the Wheelock Gymnasium, Seismic Retrofit project.*

E. Resources

1. [IT Audit, Core Network Projects](#)

*The committee will review the proposed project budget in the amount of \$4,850,683 using Measure C allocation for Information Technology for the Core Network Upgrade Project.*

V. OTHER BUSINESS (NONE)

VI. CLOSED SESSION

A. [Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal /Release](#)

*Recommended Action to be Determined*

VII. ADJOURNMENT



# Agenda Item (III-A)

Meeting 11/1/2011 - Committee/Regular Board

Agenda Item Chancellor's Report (III-A)

Subject Chancellor's Communications

College/District District

Information Only

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## Background Narrative:

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

Prepared By: Greg Gray, Chancellor

Kathy Tizcareno, Administrative Assistant



# Agenda Item (IV-A-1)

Meeting	11/1/2011 - Committee/Regular Board
Agenda Item	Committee - Governance (IV-A-1)
Subject	Revised and New Board Policies First Reading
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board approve for first reading Board Policies 3440, 3505, 4000, 5130 and 7130.

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## Background Narrative:

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

### General Institution

Board Policy 3440 Service Animals - This is a new Policy for the District.

Board Policy 3505 Disaster Preparedness/Emergency Operations Plan - These are revisions, based on changes to the Clery Act, of the Policy originally adopted by the Board on December 9, 2008.

### Academic Affairs

Board Policy 4000 - This is a revision of the Policy previously revised by the Board on January 25, 2011.

### Student Services

Board Policy 5130 Financial Aid - These are revisions, based on recently enacted U.S. Department of Education regulations, of the Policy originally adopted by the Board on November 18, 2008.

### Human Resources

Board Policy 7130 Compensation - These are revisions, based on recently enacted U.S. Department of Education regulations, of the Policy originally

adopted by the Board on November 18, 2008.

Prepared By: Greg Gray, Chancellor  
Ruth Adams, General Counsel

**Attachments:**

[November Policies for Committee](#)

**Riverside Community College District Policy**

**BP 3440**

**General Institution  
DRAFT**

**BP 3440 SERVICE ANIMALS**

**References:**

The Americans with Disabilities Act of 1990 -- 42 United States Code Sections 12101 et seq.;  
28 Code of Federal Regulations Part 35;  
28 Code of Federal Regulations Part 36;  
34 Code of Federal Regulations Part 104.44(b)

**In order to prevent discrimination on the basis of disability, the District will allow an individual with a disability to use a dog or miniature horse as a service animal in District facilities and on District campuses in compliance with state and federal law.**

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**NOTE:** The **bold type** signifies **legally required** language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore) in legal Update 19 dated August 2011.

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**Date Adopted:**

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

General Institution  
DRAFT  
9/2011 – Updates from CCLC

**BP 3505 DISASTER PREPAREDNESS/EMERGENCY OPERATIONS  
PLAN**

**References:**

Disaster Relief Act  
California Emergency Services Act, Government Code Sections 8550-8668  
Penal Code Sections, 148(a) and 529.5  
**34 Code of Federal Regulations Part 668.46(b)(13) and (g)**  
**Homeland Security Act of 2002**  
**National Fire Protection Association 1600**  
**Homeland Security Presidential Directive-g**  
**Executive Order S-2-05**  
**Education Code Sections 32280 et seq. and 71095**

The District has established this Policy with the objective of ensuring the well being, safety and security of all personnel, students, visitors and children in child care programs during an emergency and to protect District property and data. This Policy will provide for the preparation and carrying out of plans for the protection of persons and property within the District in the event of the emergency or disaster conditions hereinafter referred to, the direction of the disaster organization and the coordination of the disaster functions of the District, with the City, County and with all other public agencies, corporations, organizations and affected private parties.

The Chancellor is directed to prepare an Emergency Operations Plan for the District. Said Plan shall be the Procedure for this Policy, **and shall comply with the National Incident Management System (NIMS), the Standardized Emergency Management System (SEMS) and shall incorporate the functions and principles of the Incident Command System (ICS), the Master Mutual Aid Agreement (MMAA) and any other relevant programs..**

**DEFINITIONS**

As used in this Policy, the following words and phrases shall have the meanings respectively ascribed to them:

Local Emergency – the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of the District, caused by such conditions as air pollution, fire, flood, storm, epidemic, riot or earthquake or other conditions, other than conditions resulting from a labor controversy.

State of Emergency – the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the District caused by such conditions as air pollution, fire, flood, storm, epidemic, riot or earthquake or other conditions, other than conditions resulting from a labor controversy or conditions causing a “state of war emergency”, which conditions, by reason of their magnitude, are, or are likely to be, beyond the control of the services, personnel, equipment and facilities of any single city or county and require the combined forces of a mutual aid region or regions to combat.

State of War Emergency – the conditions which exist immediately, with or without a proclamation of the Governor, whenever this State or nation is attacked by an enemy of the United States, or upon receipt by the State of a warning from the Federal Government indicating that such an enemy attack is probable or imminent.

Other terms used herein shall have meanings as used in the California Emergency Services Act.

#### MEMBERSHIP OF DISASTER CORPS

The District disaster corps consists of all employees of the District, together with all volunteers and all groups, organizations and persons commandeered under the provisions of the California Emergency Services Act and this Policy, with all equipment and material publicly owned, volunteered, commandeered or in any way under the control of the aforementioned personnel, for the support of the aforementioned personnel in the conduct of disaster operations.

#### ACTIVATION OF DISASTER CORPS

The District disaster corps shall be activated and shall function as a disaster relief body, only:

1. Upon the existence of a “state of war emergency”;
2. Upon the declaration by the Governor of the state, or of persons authorized to act in his/*her* stead, of a “state of emergency” affecting and including the District;
3. Upon the declaration of a “local emergency” by the Riverside County Board of Supervisors, or by persons authorized to act in its stead, affecting and including the District;
4. Upon the declaration of a “local emergency” by the City Councils, **or by persons authorized to act in their stead**, of the Cities **which fall within the legal boundaries of the** of Riverside, Moreno Valley, and Norco, or by persons authorized to act in their —stead, affecting and including the District; or,
5. Upon the declaration of a “local emergency” by the Board of Trustees of the District. **or, If it is not feasible for the Board to call an emergency meeting, the following persons may declare a local emergency: If a District-wide emergency, the Chancellor, or designee. If a College emergency, the Chancellor or College President** by persons authorized to act in their stead.

#### EMERGENCY OPERATIONS PLAN (EOP)



The disaster corps shall be composed of such elements as are provided for in the EOP of the District. The administrators of the District shall have the authority and duty to plan for the mobilization, operation and support of that segment of the disaster corps for which each is responsible as provided for in the EOP of the District and to conduct the activities thereof.

A copy of the EOP is available on the District's website at [http://www.rcc.edu/Emergency Plan](http://www.rcc.edu/EmergencyPlan) or in the offices of the Chancellor, Vice Chancellors, Presidents, the Emergency Operations Center and each **College** Department Operations Center.

#### EMERGENCY SERVICES DIRECTOR

The Chancellor shall be the Emergency Services Director (ESD) and shall have authority over a declared District emergency. ***The College President shall be the Emergency Services Director (ESD) and shall have authority over a declared College emergency.*** In the absence or inability to act of the Chancellor or ***College President***, he/she shall be succeeded as Emergency Services Director by the following officials in the order named:

#### ***DISTRICT EMERGENCY SERVICES DIRECTOR***

***Provost/Vice Chancellor, Educational Services  
Vice Chancellor, Administration and Finance  
Vice Chancellor, Diversity and Human Resources***

#### ***COLLEGE EMERGENCY SERVICES DIRECTOR***

***Per each college's internal list of succession, which is provided to the Chancellor, and the District Emergency Planning and Preparedness Coordinator, on an annual basis, or more often if the list changes.***

#### EMERGENCY SERVICES DIRECTOR – POWERS AND DUTIES

The ESD shall have the following powers and duties:

- 1) To make appointments, subject to the approval of the Board of Trustees, within the disaster corps;
- 2) To request the Board of Trustees to proclaim the existence of a "local emergency" if the Board is in session, or to issue such proclamation if the Board is not in session. Whenever a "local emergency" is proclaimed by the ESD, the Board shall take action to ratify the proclamation with seven days thereafter or the proclamation shall have no further force or effect;
- 3) During the existence of a "state of war emergency", or the proclaimed existence of a "state of emergency", or a "local emergency" affecting the District to:

- A) Control and direct the activities of the District's disaster corps,
  - B) Use all District/**College** resources for the preservation of life and property and to reduce the effects of disaster,
  - C) Resolve questions of authority and responsibility that may arise in disaster operations,
  - D) Obtain vital supplies, equipment and other resources needed for the preservation of life and property by either binding the District/**College** for fair value thereof or, if required immediately, by commandeering same for public use,
  - E) Delegate to administrators and other employees of the District/**College** such duties and authorities as he/she deems necessary,
  - F) Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by any conditions proclaimed as provided herein,
  - G) Require emergency services of any District/**College** administrator or other employee and to command the aid of as many citizens of the community as he/she deems necessary in the execution of his/her duties. Such persons shall be entitled to all privileges, benefits and immunities as are provided by state law for registered disaster service workers,
  - H) Exercise complete authority over the District/**College**,
  - I) Apply for federal financial assistance under the Disaster Relief Act.
- 4) In addition to the powers noted here, the ESD shall have such powers incidental to the performance of his/her duties as ESD as shall be necessary to allow him/her to carry out the EOP of the District. It is the intent of the powers enumerated in this Policy are not intended to be limitations upon his/her power.

#### OFFICE OF EMERGENCY SERVICES

The office of emergency services shall be headed by the Emergency Services Coordinator (ESC), who is the Chief of Police. This office may consist of other positions as may be established by the Board.

#### EMERGENCY SERVICES COORDINATOR – POWERS AND DUTIES

The ESC shall, prior to the existence of a "state of war emergency", a "state of emergency", or a "local emergency":

- 1) Develop and coordinate basic disaster planning for the District to provide for the use of all governmental entities; resources and equipment; all commercial and industrial resources; and all such special groups, bodies and organizations as may be needed to support disaster operations;

- 2) Develop and coordinate such disaster training programs and exercises as may be needed;
- 3) Develop and coordinate a public information program designed for basic self-protection;
- 4) Coordinate planning and training with the Riverside County Office of Emergency Services and with other federal, state, county and city disaster or emergency agencies, and with appropriate elements of the Armed Forces;
- 5) Recommend to the ESD matters of policy for consideration by the Board insofar as they relate to disaster; and,
- 6) During a “state of war emergency”, a “state of emergency”, or a “local emergency” affecting the District, the ESC shall:
  - A) Serve as staff advisor to the ESD; and,
  - B) Perform such duties as may be assigned by the ESD.

#### ORDERS

During the existence of a “state of war emergency” or of a proclaimed “state of emergency” or “local emergency” affecting the District, each member of the District disaster corps shall have authority to require that all persons follow reasonable orders given by him/her within the scope of his/her functions in order to execute the EOP of the District, and the willful failure of any person to follow such reasonable order or orders is a misdemeanor punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment for not more than six months, or both.

#### CONTINUITY OF GOVERNMENT

For the purposes of this Policy, the line of succession for key personnel of the government and operation of the District shall be as follows:

- 1) For the Chancellor: Any one of the following positions, based on ability to serve – **Provost**/Vice Chancellor Educational Services, Vice Chancellor Administration and Finance, Vice Chancellor Diversity and Human Resources.

#### POWERS OF SUCCESSION – DISTRICT DEPARTMENTS

Each person who succeeds to each position of office within a District Department, as provided herein, and as provided in the EOP of the District, shall succeed to all the powers and duties of the office succeeded to immediately upon such succession.

#### VIOLATIONS

It is a misdemeanor for any person during a disaster to:

- 1) Willfully obstruct, hinder or delay any member of the District disaster corps in the enforcement of any lawful rule, regulation or order issued pursuant to this Policy, or in the performance of any duty imposed upon them by virtue of this Policy;
- 2) Do any act forbidden by any lawful rule, regulation or order issued pursuant to this Policy if such is of such a nature as to give, or be likely to give, assistance to the enemy, or to imperil life or property, or to prevent, hinder or delay the defense or protection of persons or property;
- 3) Wear, carry or display, without authority, any means of identification specified by the civil defense and/or disaster agencies of the federal or state governments.

#### PENALTIES

For the violations listed above, the penalty is a misdemeanor, punishable by a fine not exceeding one thousand dollars (\$1,000), or by imprisonment in a county jail not to exceed one year, or by both the fine and imprisonment.

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Date Adopted: December 9, 2008

***Revised:***

**Riverside Community College District Policy**

**No. 4000**

**Academic Affairs  
DRAFT**

**BP 4000 ACADEMIC RANK**

**References:** None

As an institution of higher education, the Riverside Community College District will award to the faculty, the ranks of Instructor, Assistant Professor, Associate Professor, Professor, Distinguished Professor, **and Honorary Professor** and ~~Professor Emeritus~~ for those individuals who earn these titles by meeting specific requirements. **For retiring faculty, the rank of Emeritus may be granted and would reflect the rank held at the time of retirement.**

Criteria and procedures to achieve these ranks will be developed jointly by the Academic Senate and the Administration.

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Date Adopted: August 19, 2008

Revised: January 25, 2011

**Revised:**

(Replaces RCCD Policy 3092)

Student Services  
DRAFT CCLC UPDATE 9/2011

BP 5130 FINANCIAL AID

References:

20 U.S. Code Sections 1070 et seq.;  
34 Code of Federal Regulations Part 668;  
Education Code Section 76300;  
***U.S. Department of Education Regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended.***

A program of financial aid to students will be provided, which may include, but is not limited to, ***waivers***, scholarships, grants, loans, or work and/or employment programs.

All financial aid programs will adhere to guidelines, procedures and standards issued by the funding agency and will incorporate federal, state, institutional and other applicable regulatory requirements.

***Under the guidance of*** the Chancellor, ***the College Chief Student Financial Services officers*** shall establish, publicize, and apply satisfactory academic progress standards for participants in Title IV student aid programs.

**\*\*NOTE:** The policy provisions below are legally required in an effort to show good faith compliance with the applicable federal regulations.

**Misrepresentation**

Consistent with the applicable federal regulations for federal financial aid, the District shall not engage in “substantial misrepresentation” of 1) the nature of its educational program, 2) the nature of its financial charges, or 3) the employability of its graduates.

The Chancellor shall establish procedures for regularly reviewing the District’s website and other informational materials for accuracy and completeness and for training District employees and vendors providing covered services concerning the District’s educational programs, financial charges, and employment of graduates to assure compliance with this policy.

The Chancellor shall establish procedures wherein the District shall periodically monitor employees’ and vendors’ communications with prospective students and members of the public and take corrective action where needed.

**This policy does not create a private cause of action against the District or any of its representatives or service providers. The District and its Governing Board do not waive any defenses or governmental immunities by enacting this policy.**

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Date Adopted: November 18, 2008

***Revised:***

**Riverside Community College District Policy**

**No. 7130**

**Human Resources  
DRAFT CCLC UPDATE 9/2011**

**BP 7130 COMPENSATION**

**References:**

Education Code Sections 70902(b)(4), 87801, and 88160;  
Government Code Section 53200;

***U.S. Department of Education Regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the High Education Act of 1965, as amended.***

The Board of Trustees shall establish salary schedules, compensation, and benefits (including health and welfare benefits) for all classes of employees and each contract employee.

***\*\*NOTE: The following policy language is legally required in an effort to show good faith compliance with the applicable federal regulations.***

**Prohibition of Incentive Compensation**

**[Except as applicable to foreign students residing in foreign countries who are not eligible to receive federal student assistance,] The District shall not provide any commission, bonus, or other incentive payment based, directly or indirectly, on the success in securing enrollments or financial aid, to any person or entity engaged in any student recruiting or admission activities or in making decisions regarding the award of student financial assistance. Employees covered by this ban shall be referred to as “covered employees” for purposes of this policy.**

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Date Adopted: November 18, 2008  
(Replaces RCCD Policies/Regulations  
3040, 3041, 3044, 4026, 4035, 4039,  
4040, and 4041)

***Revised:***





## Agenda Item (IV-D-1)

Meeting	11/1/2011 - Committee/Regular Board
Agenda Item	Committee - Facilities (IV-D-1)
Subject	Utility Infrastructure Project for Norco College and Riverside City College
College/District	District
Funding	Centrally Controlled Allocated Measure C Funds
Recommended Action	The Board of Trustees approve using Construction Management Multiple Prime contracting for the project; approve an agreement with Tilden-Coil Constructors, Inc. for construction management services in an amount not to exceed \$758,038; and approve an agreement with PSOMAS to provide engineering services in an amount not to exceed \$512,797 for the project.

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### Background Narrative:

On May 19, 2009, the Board of Trustees approved the planning for the first two phases of the District-wide Utility Infrastructure Upgrade project; an allocation of District Measure C funding of \$500,000; and an agreement with PSOMAS to provide scoping and planning services for the project. On December 14, 2010, the Board of Trustees approved a project budget in the amount of \$7,000,000 using the Centrally Controlled Allocated Measure C funds. On June 21, 2011, the Board of Trustees approved the use of \$800,000 of the Utility Infrastructure Upgrade project budget for the Moreno Valley College Dental Education Center, therefore reducing the Utility Infrastructure Upgrade project budget to \$6.2 million.

After reviewing the final design with the Colleges, staff has decided to move forward connecting the two chiller plants together for better efficiency for the Norco College; and add a new electrical 12KV and switch gear for the Riverside City College. Staff therefore requests approval of engineering services for the Utility Infrastructure project at the Norco College and Riverside City College with

PSOMAS in a total amount not to exceed \$512,797. Services include mechanical, plumbing and electrical engineering. The agreement is attached for the Board's review and consideration.

Staff also recommends the Utility Infrastructure project at the Norco College and Riverside City College be delivered using Construction Management Multiple Prime (CMMP) contracting.

Additionally, staff requests approval of a construction management firm for the Utility Infrastructure project. On June 15, 2010, the Board of Trustees approved five (5) construction management firms for future District project assignments on an individual, as needed basis. Staff recommends Tilden-Coil Constructions, Inc., a District pre-approved, minority owned, construction management firm, provide construction management services for the projects located at the Norco College and Riverside City College. The firm is recommended based on the College's preference, proximity to the project site and experience with other projects within the District. Services under this agreement would include management and oversight of bid preparation; cost estimating; construction execution; ensuring compliance with bid drawings and specifications, code and labor compliance, and Division of the State Architect requirements.

The total fixed fee for the construction management services for the Utility Infrastructure projects are identified as follows:

Norco College:

Basic Compensation Fee - \$64,337  
General Conditions Costs - \$262,607.50  
Total Fee - \$326,944.50

Riverside City College:

Basic Compensation Fee - \$168,486  
General Conditions Costs - \$262,607.50  
Total Fee - \$431,093.50

Prepared By: Debbie DiThomas, Interim President, Norco College  
Cynthia Azari, President, Riverside City College  
Laurens Thurman, (Interim) Vice President, Business Services  
Norm Godin, Vice President  
Orin Williams, Associate Vice Chancellor, Facilities Planning & Development  
Bart Doering, Director, Construction

**Attachments:**

Construction Management Agreement - Tilden Coil Constructors 11-01-11  
Engineering Agreement - PSOMAS 11-01-11

CONSTRUCTION MANAGEMENT SERVICES  
(Utility Infrastructure Project at Norco College and Riverside City College)

This Construction Management Services Agreement (“Agreement”) is made and entered into this 15<sup>th</sup> day of November, 2011 by and between Riverside Community College District (hereinafter “District”) and Tilden-Coil Constructors, Inc. (hereinafter referred to as “Construction Manager”) for construction management services relating to a multi-prime construction contract for construction of the Utility Infrastructure Project located at the Norco College in the city and state of Norco, California and the Riverside City College in the city and state of Riverside, California (the “Project”).

ARTICLE 1  
CONSTRUCTION MANAGER’S SERVICES AND RESPONSIBILITIES

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

Jason Howarth, LEED AP

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

1.1 DESIGN PHASE.

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

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

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

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

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

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

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

1.1.5 Construction Management Coordination and Value Engineering Review. The Construction Manager shall perform constructability reviews, utilizing a checklist type method such as Redicheck or some other form acceptable to District, and shall provide input to the District relative to means and methods of construction, duration of construction, and constructability. This checklist shall be made available to the District and the Architect.

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

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

1.1.8 Cost Adjustment Sessions. The Construction Manager shall prepare for the District's approval a more detailed estimate of Construction Cost, as defined in Article 3, developed by using estimating techniques which anticipates the various elements of the Project. The Construction

Manager shall update and refine this estimate at 50% and 90% completion of the Construction Documents. The Construction Manager shall advise the District and the Architect if it appears that the Construction Cost may exceed the budgeted amount for Construction Cost as set forth in the Project Budget. The Construction Manager shall make recommendations for corrective action to bring the Construction Costs within the District Budget.

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

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

1.1.10 Separate Contracts (Multi-Prime Contracting). The Construction Manager shall advise on the separation of the Project into separate contracts for various categories of work (“Contracts”). The Construction Manager shall advise on the method to be used for selecting contractors and awarding individual bids. The Construction Manager shall prepare and revise contractor pre-qualification documents and identify potential contractors for District approval. The Construction Manager shall inspect, review, revise and assure proper delivery, assembly of the Project manuals and specifications and shall manage and coordinate the development of construction documents with the Architect. The Construction Manager shall review drawings and specifications for the Contracts to provide that (1) the work of the separate contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate separate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

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

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

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

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

## 1.2 PLAN CHECK AND BIDDING PHASE.

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

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

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

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

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

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

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

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

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

1.2.6 Pre-Bid Conference(s). In conjunction with the Architect and District, the Construction Manager shall conduct the pre-bid conference(s). These conferences shall be a forum for the District, the Construction Manager, and Architect to present the District's Project requirements to the

bidders, including prequalification requirements, as appropriate, and shall familiarize bidders with the particular Project, bid documents, management techniques and with any special systems, materials or methods.

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

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

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

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

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

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

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



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

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

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

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

### 1.3 CONSTRUCTION PHASE.

The Construction Phase for the Project shall commence with the award of the initial Contract and shall continue until sixty-five (65) days after the recording of a notice of completion for the Project or sixty-five (65) days after completion of the Project as defined in Public Contract Code Section 7107 whichever is earlier.

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

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

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

necessary for efficient construction. The Construction Manager shall also coordinate the mobilization of all contractors and shall coordinate construction sequencing.

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

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

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

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

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

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

1.3.7 Non-Conforming Work. The Construction Manger shall, in conjunction with the District's inspector, review contractor's recommendations for corrective action on observed non-conforming work. The Construction Manager shall make recommendations to the District, the Architect

and District' inspector in instances where the Construction Manager observes work that, in its opinion, is defective or not in conformance with the contract documents. The Construction Manager shall assist the District's inspector in observing the Contractor's work to verify that all authorized changes are properly incorporated in the Project. The Construction Manager shall report to the District regarding the status of such activity and provide a written record of the same.

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

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

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

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

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

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

1.3.13 Construction Progress Review. The Construction Manager shall keep a daily log containing a record of weather, the Contractors working on the site, number of workers, work accomplished, problems encountered, and other relevant data or such additional data as the District may require. The Construction Manager shall make the log available to the District upon request. The Construction Manager shall prepare and distribute the construction schedule updates to the Master Project Schedule on a monthly basis to maintain the Master Project Schedule. After an evaluation of the actual

progress as observed by the Construction Manager, scheduled activities shall be assigned percentage-complete values. The report shall reflect actual progress as compared to scheduled progress and note any variances. The Construction Manager shall identify problems encountered in accomplishing the work and recommend appropriate action to the District to resolve these problems with a minimum effect on the timely completion of the Project. If requested by the District, the Construction Manager shall assist the Contractor(s) in preparing a recovery schedule. The recovery schedule shall reflect the corrective action costs (if any) and efforts to be undertaken by the contractor(s) to recapture lost time. This recovery schedule shall be distributed to the Contractor(s), the District, Architect and other appropriate parties.

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

1.3.15 Schedule of Values and Processing of Payments. The Construction Manager shall review and approve each Contractor's schedule of values for each of the activities included in that Contractor's schedule of events. The Construction Manager shall develop and maintain a master schedule of values. The Construction Manager shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments. As part of the evaluation of progress payments, the Construction Manager shall review all "as-built" documents and ensure that the Contractor's "as-built" documents are updated and current. The Construction Manager shall review with the Architect and make recommendations to the District pertaining to payments to the Contractors.

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

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

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

1.3.19 Contractor Claims. The Construction Manager shall be given copies of all notices of claims by Contractors against the District for any alleged cause. The Construction Manager, jointly with Architect, shall perform evaluation of the contents of the claim within twenty-five (25) days, and make recommendations to the District. If requested by the District, the Construction Manager shall prepare estimates based on any alleged cause of claims submitted by the Contractor(s) and shall prepare alternate estimates based on varying scenarios of the claim cause. These estimates shall be transferred to the District and shall be used in claim rulings and negotiations. If requested by the District, the Construction Manager shall analyze the claims for extension of time and prepare an impact evaluation report which reflects the actual impact to the Master Construction Schedule. The report shall also provide a narrative including a recommendation for action to the District. If requested by the District, the Construction Manager shall negotiate claims with the Contractor(s) on behalf of the District. The Construction Manager shall make a written recommendation to the District concerning settlement or other appropriate action. Excepting those claims of which the Construction Manager is responsible, Construction Manager's obligations pursuant to this Paragraph shall cease upon completion of the 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 negligence of the Construction Manager, there will be no additional compensation, i.e. extended general conditions provided by the District to the Construction Manager.

1.4.3 Construction Manager shall be entitled to compensation and an extension of time for the time of completion 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 progress of the work or 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.

1.4.4 The Construction Manager shall provide preconstruction and construction services based on the assumed project scope of work, plans, specifications and schedule. The project shall be staffed in a manner to provide the highest level of service and to meet the project objectives for the defined time period. This Agreement includes the staffing requirements for pre-construction services for 15 months, and includes the staffing needs for construction services for 10 months.

1.4.5 In the event the project experiences any delays caused by unforeseen conditions, schedule delays due to Division of the State Architect approvals, delays due to RFI or Submittal responses, District driven changes, or any other delays not caused by the negligence of the Construction Manager that extend the specific schedule durations referenced in Article 1.4.4, the Construction Manager shall be compensated, per Article 4.4 for those additional services rendered.

## ARTICLE 2 THE DISTRICT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

### ARTICLE 3 CONSTRUCTION COST AND PROJECT BUDGET

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

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

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

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

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

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

### ARTICLE 4 BASIS OF COMPENSATION AND PAYMENT



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

4.1 BASIC COMPENSATION FEE.

4.1.1 The Construction Manager shall receive a Construction Management fee ("C/M Fee"), for all Construction Management Services for the Project. The amount of the C/M Fee has been determined on the basis of six and on half percent (6.5%) of the cost of the Trade Contracts for the Project, currently estimated to be \$3,581,900 for an estimated C/M Fee of \$232,823. If the Construction Cost Budget is revised, during the preconstruction phase of the project, with the concurrence of the District, this agreement shall be amended with a revised budget and the C/M fee shall be adjusted according to the fee percentage. Prior to the completion of the project, the C/M fee shall be adjusted based on the value of all trade contracts and change orders. District shall compensate Construction Manager for the services required hereunder, as follows:

4.1.1.1 Construction Manager's Services, as described in Article 1.1 shall be:  
\$69,847

4.1.1.2 Construction Manager's Services, as described in Article 1.2 shall be:  
\$151,335

4.1.1.3 Construction Manager's Services, as described in Article 1.3 shall be:  
\$11,641

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 \$525,215.

4.2 PAYMENT

4.2.1 BASIC COMPENSATION PAYMENT:

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

4.2.1.2 Construction Invoices. Construction Manager shall invoice 65% of the Basic Services Fee in equal monthly increments during the Construction Phase.

4.2.1.3 Project Retention. Construction Manager shall invoice 5% of the Basic Services Fee 35 days after the District files the last Notice of Completion for the Project or at project substantial completion, whichever comes first.

4.2.2 GENERAL CONDITIONS PAYMENT.

Construction Manager shall invoice General Conditions costs monthly during the duration of the preconstruction and construction work. All General Condition costs 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:

Principal In-Charge/Project Executive	\$ 160.00
Project Manager	\$ 140.00
General Superintendent	\$ 130.00
Project Superintendent	\$ 120.00
Estimating/Precon Services Manager	\$ 120.00
BIM/Constructability Manager	\$ 120.00
Scheduling Manager	\$ 85.00
Field Engineer	\$ 85.00
Clerical Assistance	\$ 50.00

### 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 \$525,215, unless the completion date of the project is exceeded by no negligence caused by the Construction Manager.

All General Condition costs associated with the preconstruction and construction services are inclusive within the value as defined in Article 4.1.2. All reimbursable expenses 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

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

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

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

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

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

### ARTICLE 8 SUCCESSORS AND ASSIGNS OR CONFLICT OF INTEREST

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

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

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

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

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

## ARTICLE 9 APPLICABLE LAW

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

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

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

**ARTICLE 11**  
**INSURANCE**

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

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

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

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

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

11.2 Each policy of insurance required in (b) above shall name District and its officers, agents and employees as additional 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:

Tilden-Coil Constructors, Inc.

DISTRICT:

Riverside Community College District

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

Brian Jaramillo  
President  
3612 Mission Inn Ave  
Riverside, CA 92501

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

James L. Buysse  
Vice Chancellor  
Administration and Finance

## EXHIBIT "A"

### PROPOSED PROJECT SCHEDULE

The Proposed Project Schedule shall be submitted for District approval once the project scope has been finalized.



## EXHIBIT "B"

### REIMBURSABLE EXPENSES AND GENERAL CONDITIONS ESTIMATE

The following items identified as 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.

EXHIBIT "B" (continued)

1 / 2



Original: 09/09/11  
Update:  
Preconstruction Duration: 15.00 Months  
Construction Duration: 10.00 Months  
43.00 Weeks

INFRASTRUCTURE PROJECTS (RIVERSIDE/NORCO)  
General Conditions Estimate

Description	Qty	Unit	Unit Cost	Total	General Conditions	Owner Expense	By Others
<b>PRECONSTRUCTION</b>							
Preconstruction Manager					X		
Senior Estimator					X		
BIM Manager							
Project Manager							
Project Engineer					X		
Preconstruction Coordinator					X		
Materials/blueprints/plans							
Legal Advertising					X		
<b>PRECONSTRUCTION SUB-TOTAL</b>							
<b>CONSTRUCTION LABOR</b>							
Supervision					X		
Project Manager					X		
Project Engineer					X		
Project Administrative Assistant					X		
General Labor							X
<b>CONSTRUCTION LABOR SUB-TOTAL</b>							
<b>CONSTRUCTION MATERIAL / REIMBURSABLES</b>							
General Clean Up (labor & bins)							X
Final Clean Up					X		
Punch List					X		
Safety Measures					X		
Traffic Control / Signage					X		X
Trailer Rental & Expenses (2 trailers)					X		
Trailer Mobilization & Set up & tear down					X		
Trailer Alarm (includes commissioning)					X		
Caretaker/Security						X	
Signs & Bulletin Boards					X		
Toilets / Hand Wash (x4)					X		
Trash Bins					X		
Storage Bins					X		
Fencing					X		
Temp Lighting							X
Extend Temp Utilities					X		
Management Fuel					X		
Supervision Fuel					X		
Equipment Fuel							X
Small Tools/Equipment Repair							X
Equipment Rental							X
Radios							X
Management Vehicle					X		
Supervision Vehicle					X		
Document Archive / Storage					X		
Blueprints/Plans					X		
Photos/Film/Video					X		
Surveying					X		
C.P.M. Schedule					X		
Material Testing						X	

EXHIBIT "B" (continued)

2 / 2



Original: 09/09/11  
 Update:  
 Preconstruction Duration: 15.00 Months  
 Construction Duration: 10.00 Months  
 43.00 Weeks

INFRASTRUCTURE PROJECTS (RIVERSIDE/NORCO)  
 General Conditions Estimate

Special Inspections						X	
Soils Testing						X	
Daily Work Transcriptions					X		
Internet Services (2 sites)					X		
Telephones (2 sites)					X		
Pay Phones						X	
Cellular Phones					X		
Water					X		
Hydrant Meters (2 sites)					X		
Power (2 sites)					X		
Office Equipment					X		
Office Supplies					X		
Office Cleaning					X		
Drinking Water					X		
Postage/Shipping					X		
Permits/Fees/Licenses						X	
Course of Construction Insurance						X	
Professional Errors & Omission Insurance					X		
District Directed Reimbursable Allowance	1	Is	\$	10,000	\$	10,000.00	X

**Total General Conditions Estimate \$ 525,215**

AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

PSOMAS

THIS AGREEMENT is made and entered into on the 15<sup>th</sup> day of November, 2011, by and between PSOMAS hereinafter referred to as “Engineer” 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 Engineer’s office(s), and on site at the Norco College and Riverside City College.
3. The services rendered by the Engineer 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 November 16, 2011, to the estimated completion date of December 31, 2014, 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 Engineer.
5. Payment in consideration of this agreement shall not exceed \$512,797 including reimbursables. 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 Engineer 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 Engineer shall have the right to retain copies of all such data for Engineer 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 Engineer shall be indemnified and defended against any damages resulting from such use. In the event the Engineer, following the termination of this Agreement, desires to use any such data, Engineer 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 Engineer in connection with this Agreement shall be held in a strictly confidential manner by Engineer. Such materials shall not, without the written consent of District, be used by Engineer 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. Engineer 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 Engineer, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Engineer services under this Agreement. Engineer 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 Engineer, 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 Engineer), Engineer, 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 Engineer 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. Engineer 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 Engineer'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 Engineer, in which case District will pay Engineer 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 Engineer, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Engineer 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. Engineer 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. Engineer is an independent contractor and no employer-employee relationship exists between Engineer 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.

PSOMAS

Riverside Community College District

\_\_\_\_\_  
Bruce Kirby, PE  
Vice President  
555 South Flower St., Ste. 4400  
Riverside, CA 92501

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

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

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

## Exhibit I

### Scope of Services

Subject: Fee Proposal – Engineering Services  
Utility Infrastructure Project at Norco College and Riverside City College

#### SCOPE OF PROJECT:

The Project shall consist of Utility Infrastructure improvements on the following colleges of the Riverside Community College District (RCCD):

- Riverside City College \$3,703,000
- Norco College \$1,414,000

The Estimated Combined Utility Infrastructure Construction Budget totals \$5,117,000.00.

The project will be designed and processed for approval by the Division of State Architect (DSA). It is assumed for purposes of this proposal that the Project will be bid as a single contract.

#### Riverside City College - Electrical Scope of Services Understanding

The scope of services for the Riverside City College project will encompass a new campus owned 15kV main switchgear with metering section and feeder sections. A new 15kV loop will be formed originating from this switchgear to serve the upper campus and loop around to feed the buildings on the east side of campus. A 15kV radial feeder will provide service to a primary selective system and extend along the lower west side to feed the existing and future loads of the campus along Magnolia Avenue.

#### Norco College - Mechanical Scope of Services Understanding

The college currently has three central plants and the objective of this project is to connect the plants hydraulically together via underground chilled water and heating hot water lines. Our scope will also evaluate the pipe sizing for flow-restrictions and provide details to make changes to improve the flow efficiency. Necessary controls will also be included in our design to improve the efficiency of the plants.

The project will be designed and processed for approval by the Division of State Architect (DSA). It is assumed for purposes of this proposal that the Project will be bid as a single contract.

#### SCOPE OF SERVICES



## Prime Consultant Services (PSOMAS):

Psomas' Basic Services shall be consistent with the District's Standard Agreement.

Psomas team shall keep the District informed about the progress of the work. Psomas will be the lead prime consultant on this contract and will provide the following oversight and management of this effort including:

- Meeting attendance (up to twice a month) for this work, for the duration of the project, (127 weeks).
- Weekly consultant coordination and schedule updates at regularly scheduled meetings.
- Overall monthly contract billing, processing, and accounting.

### I. Riverside City Campus – Electrical (P2S)

General Project Scope of Services:

P2S will provide the project Mechanical, Plumbing, and Electrical engineering as defined :

#### Common Scope of Services

1. Coordinate among disciplines on the design team.
2. Provide necessary assistance in reviewing cost estimate prepared by others.
3. Provide construction specifications.
4. Provide updated rough order magnitude estimated construction costs.
5. Attend design review meetings with design team.
6. Provide drawing submittals at 50% and 90% and 100% construction drawings phase. Provide prints to design team for compilation of documents at each submittal.
7. Implement approved value engineering and constructability design revisions.
8. Provide necessary paperwork for obtaining CCC/IOU partnership incentives as applicable.
9. Provide stamped prints and specifications for submittal to DSA department. Provide corrections to DSA submittals as necessary. Attend back check reviews at DSA as necessary.

#### Riverside City College - Electrical Scope of Services

1. Provide field investigation to determine existing conditions and point of connection for the proposed electrical service.
2. Provide construction documents for new 12kV main switchgear and feeder sections. Develop a single line diagram and site distribution plan based on load information gathered as part of our Utility Infrastructure Master plan dated June 7 2010. Proposed routing of utility ducts will be established by coordinating with other major site

services. Power will be distributed throughout the campus with the use of selector switches.

3. Provide demolition plans for the removal of the existing oil fused cutout switches in the Student Center, Life Science, Physical Science, and the Quadrangle Buildings and replace with load interrupter switches and new 12kV-277/480 or 12kV-120/208V transformers.
4. Coordinate with utility company for new service requirements. Provide necessary documentation to receive approval.
5. Provide demolition plans for the removal of overhead power lines.
6. Provide short circuit and load flow studies.
7. Provide design documentation for a wireless multi-metering system throughout the campus.
8. Provide manhole elevations, schedules and details.

## II. Norco College - Mechanical Scope of Services (S&K)

General Project - Scope of Services :

S&K will provide the project Mechanical, Plumbing, and Electrical engineering as defined

### 1. Basic: Interconnection of Central Plants (Scope A)

- a. Provide ME Consulting Engineering Services to connect two existing chilled water central plants. The interconnecting piping will be direct burial steel pipe with polyurethane foam insulation and an HDPE jacket. The piping will be routed directly between the central plants following the existing asphalt roadway. The pipe will be sized to allow operation for projected campus build out of additional buildings. The following tasks are included:
  - (1) Obtain central plant drawings
  - (2) Obtain site utility drawing
  - (3) Review existing drawings
  - (4) Determine best Points of Connection
  - (5) Possible revisions to piping to accommodate POCs
  - (6) Provide controls/sequence of operation for changeover of water flow
  - (7) Prepare drawings and specifications for bid purposes
  - (8) Provide estimate of project construction costs

### 2. Enhanced: Energy Savings (Scope B)

- a. Provide ME Consulting Engineering Services to assure maximum efficiency can be obtained from interconnecting the two existing central plants. The following tasks are included:
  - (1) Determine approximate actual current loads – consult with operating personnel, review operational records and possibly drawings for individual buildings (we do not include doing any actual load calculations for existing buildings)

- (2) Estimate Load Profile for each central plant and whole campus
- (3) Ascertain existing chiller efficiencies – review submittal data
- (4) Review current pumping strategy and pump efficiencies
- (5) Determine most efficient use of existing chillers and pumps
- (6) Determine if new pumps and pumping arrangement can provide worthwhile energy savings
- (7) Provide estimate of construction costs
- (8) Provide drawings and specifications showing recommended changes to achieve energy savings, including piping modifications and new sequence of operation. Documents will be suitable for bidding.

### 3. Study: New Water Cooled Central Plant (Scope C)

- a. Provide ME Consulting Engineering Services to determine costs and energy savings that can be achieved by converting part or all of existing central plants to new central plant with water cooled high efficiency chillers. As discussed with the college, the following are three options that come quickly to mind that are deserving of study:
  - (1) One chiller at 250 tons
  - (2) Two chillers, total of 400 tons (could be 100 + 300 or 150 + 250)
  - (3) Two chillers , total of 500 tons (could be 100 + 400 or 150 + 350)
- b. We propose to provide a brief report showing how these options (or what is shown to be the best option) can be implemented. We will also provide a Life Cycle Study including simple payback. Much of the information required to perform this study will have been gathered in Scope B – Enhanced.

### III. Both Colleges – Common Scope of Services (Psomas/ P2S / S&K)

#### Common Design Scope of Services

1. Coordinate among disciplines on the design team.
2. Provide necessary assistance in reviewing cost estimate prepared by others.
3. Provide construction specifications.
4. Provide updated rough order magnitude estimated construction costs.
5. Attend design review meetings with design team.
6. Provide drawing submittals at 50% and 90% and 100% construction drawings phase. Provide prints to design team for compilation of documents at each submittal.
7. Implement approved value engineering and constructability design revisions.
8. Provide necessary paperwork for obtaining CCC/IOU partnership incentives as applicable.
9. Provide stamped prints and specifications for submittal to DSA department. Provide corrections to DSA submittals as necessary. Attend back check reviews at DSA as necessary.

#### Common Engineering Support During Construction

1. Attend pre-bid job walk and respond to any RFC's from the bidders. Include any necessary addendums for clarification in the course of the bid process.
2. Attend pre-construction meeting.
3. Respond to contractor's RFI's
4. Review shop drawings and submittals
5. Attend twenty two (22) construction meetings, including site observations. Provided site observation reports
6. Provide punch list at project completion.
7. Provide Record Drawings from contractor's red-line drawings.

#### Common Deliverables

Deliver the following items to the District:

1. One (1) set of reproducible and two (2) hard copy sets of Drawings.
2. One (1) unbound set of Specifications and (2) bound sets of Specifications.
3. AutoCAD file versions of the Drawings on a compact disk.
4. Electronic PDF versions and three (3) additional sets of Drawings and Specifications for DSA submittals.
5. Up to three (3) additional copies of the Drawings and Specifications, if requested.

#### FEES / COMPENSATION:

##### Basic Services:

The Estimated Infrastructure Construction Budget Cost is \$5,117,000.00. Psomas proposes to provide basic services described herein for a Firm Fixed Price (FFP) per the Exhibit "B" Fee Summaries as follows:

Riverside City College – Exhibit "B1":	\$286,710.00
Reimbursables	<u>\$14,336.00</u>
Subtotal	\$301,046.00
Norco College – Exhibit "B2":	\$120,620.00
Reimbursables	<u>\$6,031.00</u>
Subtotal	\$126,651.00
Additional Services for Unforeseen Conditions:	\$85,000.00
TOTAL CONTRACT :	\$512,797.00

##### Additional Services for Unforeseen Conditions:

Additional Services Allowance – A budget allowance for unforeseen additional engineering services has been provided. These services are not definable at this time, but may include the items identified below.

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

- Topographic Design Surveys –May be needed if the District cannot shall furnish the Psomas team with an engineering survey and topography of the Site, giving (as applicable) grades and lines of existing improvements (such as structures, streets, alleys, pavement); rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Site; and information in the District's possession concerning available service and utility lines, both public and private.
- Utility Potholing:  
 This work includes using a qualified Potholing Contractor to coordinate permission to enter property, and walk the site previous to excavating, to confirm pothole locations. Prepare vacuum excavation to “Top of Pipe”, measure depths, pipe size, and photograph, then back-fill, compact and place “marker” (feather, lathe stake or survey nail). Prepare a “Subsurface Utility Report” with data, photos and pothole locations map exhibit. Note that minimal traffic control or asphalt patching is anticipated.

Proposed Payment Schedule:

Fee progress payments for the Firm Fixed Price (FFP), shall be calculated as follows:

Phase	Percentage of FFP
A. Schematic Design Phase: Upon completion of the Schematic Design Phase, and approval by District, a sum equal to the following percentage of the FFP	15%
B. Design Development Phase: Upon completion of the Design Development Phase, and approval by District, a sum equal to the following percentage of the FFP	10%
C. Fifty Percent Construction Document Phase: Upon completion and approval by District, a sum equal to the following percentage of the FFP	15%
D. One Hundred Percent Construction Documents Phase: Upon completion of the construction documents, including Architect’s “in-house check” and District’s approval, a sum equal to the following percentage of the FFP	25%
E. Construction Documents Stamped by the Division of the State Architect (DSA): Upon approval of District, State and constructability review corrections in the construction documents by DSA and District, a sum equal to the following percentage of the FFP	5%

F. Award of Construction Contract: Upon award of contract for construction of the Project, or portions thereof, a sum equal to the following percentage of the FFP	5%
G. Observation of Construction Phase: Based on the construction progress: 1. Upon completion of 25 percent of the construction contract, a sum equal to the following percentage of the FFP	5%
2. Upon certification of Contractor's Payment Application for completion of 50 percent of the construction contract a sum equal to the following percentage of the FFP	5%
3. Upon certification of Contractor's Payment Application for completion of 75 percent of the construction contract a sum equal to the following percentage of the FFP	5%
4. Upon certification of Contractor's Payment Application for completion of 100 percent of the construction contract , acceptance by District, and District's receipt of the documents described below (Items a, b c) a sum equal to the following percentage of the FFP to a. Record drawings required guarantees, and instruction books b. Final verified Progress Report (Title 24 California Code of Regulations Section (4-336) c. All change orders showing the approval of the DSA.	10%

**SCHEDULE:**

Subject to further discussion with the District/College a proposed schedule of services is outlined below

Notice to Proceed:	TBD
Schematic Design:	6 weeks
Review and Approval:	2 weeks
Design Development:	4 weeks
District Review and Approval:	1 week
Construction Documents 50%:	8 weeks
District Review and Approval	2 weeks
Construction Documents 95%:	8 weeks
District Review and Approval:	1 week
DSA Review and Approval:	31 weeks
Bid Period, Board Approval & Contract Award	16 weeks
Construction Period	44 weeks
Closeout	4 weeks

TOTAL: 127 weeks

Psomas - Civil Engineering, Surveying, Geospatial Services

*Rates for Services are Effective from December 1, 2009 – December 31, 2012*

## Hourly Rates

---

### Office Services

\$ 75-85	- <i>Word Processors and Project Assistants</i>
\$ 85-105	- <i>Drafters, Design Drafters, and Assistant Planners</i>
\$ 85.00 - \$120.00	- <i>Staff Surveyors/CADD Technician/GIS Technicians</i>
\$ 105 -145	- <i>Planners, Engineers and Surveyors</i>
\$120.00 - \$150.00	- <i>Project Engineers/ Project Surveyors/GIS Specialist</i>
\$ 150-195	- <i>Planning and Entitlements, Principals</i>
\$150.00 - \$165.00	- <i>Sr. Project Surveyor/Sr. GIS Specialist</i>
\$165.00 - \$195.00	- <i>Sr. Project Manager/Technical Manager</i>

### Field Services

\$165	<i>One-man survey party</i>
\$242	<i>Two-man survey party</i>
\$355	<i>Three-man survey party</i>
\$145	<i>Field Supervisor</i>

Hourly rates for field survey parties include normal usage of field equipment and are fully equipped rates.

### S&K Engineering

CLASSIFICATION	HOURLY RATE			
	SCHEDULE			
	RATE PER HOUR			
	2011	2012	2013	2014
Principal	\$259	\$272	\$286	\$300
Project Manager / Senior Engineer	\$214	\$225	\$236	\$248
Engineer / Senior Designer	\$185	\$194	\$204	\$214
Designer	\$162	\$170	\$179	\$188
Drafter / CAD operator	\$116	\$122	\$128	\$134
Clerical	\$87	\$91	\$96	\$101

Exhibit B1

FEE SCHEDULE

EXHIBIT B1 - Riverside City Campus

<b>RIVERSIDE COMMUNITY COLLEGE DISTRICT SLIDING SCALE FOR PROFESSIONAL FEES</b>
---

Construction Cost (JCAF) \$ **3,703,000**

Basic Services:						
Tier	Construction Value	Fee %		Cumulative		Fee
First	\$500,000	9.00%		\$500,000		\$45,000
				<b>\$3,203,000</b>		
Next	\$500,000	8.50%		\$500,000		\$42,500
				<b>\$2,703,000</b>		
Next	\$1,000,000	8.00%		\$1,000,000		\$80,000
				<b>\$1,703,000</b>		
Next	\$4,000,000	7.00%		\$4,000,000		\$119,210
Next	\$4,000,000	6.00%		\$4,000,000		
Remaining Balance	\$10,000,000	5.00%				
Reimbursable Expenses (5% of Design)						\$14,336
Subtotal Basic Services:						<b>\$301,046</b>

Enhanced Services:	
A&E LEED Documentation	\$
LEED Commissioning	\$
Fire Sprinkler System Design	\$
Security by Design	\$
IT/AV Design	\$
Landscape Design	\$
Psomas (1% Prime) - for Reg.Mtng. Attendance, Mnthly Contract Mngmnt & PM Coord.	
Reimbursable Expenses	\$
Subtotal Enhanced Services: <b>\$ -</b>	
<b>Total All Services : \$301,046</b>	



Exhibit B2

FEE SCHEDULE

EXHIBIT B2 - Norco Campus

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
SLIDING SCALE FOR PROFESSIONAL FEES**

Construction Cost (JCAF 32) \$ 1,414,000

Basic Services:						
Tier	Construction Value	Fee %	Cumulative			Fee
First	\$500,000	9.00%	\$500,000			\$45,000
			<b>\$914,000</b>			
Next	\$500,000	8.50%	\$500,000			\$42,500
			<b>\$414,000</b>			
Next	\$1,000,000	8.00%	\$1,000,000			\$33,120
Next	\$4,000,000	7.00%	\$4,000,000			
Next	\$4,000,000	6.00%	\$4,000,000			
Remaining Balance	\$10,000,000	5.00%				
Reimbursable Expenses (5% of Design)						\$6,031
Subtotal Basic Services:						<b>\$126,651</b>

Enhanced Services:	
A&E LEED Documentation	\$
LEED Commissioning	\$
Fire Sprinkler System Design	\$
Security by Design	\$
IT/AV Design	\$
Landscape Design	\$
Psomas (1% Prime) - for Reg.Mtng. Attendance, Mnthly Contract Mngmnt & PM Coord.	
Reimbursable Expenses	\$
Subtotal Enhanced Services:	\$ -
<b>Total All Services :</b>	<b>\$126,651</b>



## Agenda Item (IV-D-2)

Meeting	11/1/2011 - Committee/Regular Board
Agenda Item	Committee - Facilities (IV-D-2)
Subject	Amendment No. 1 with PSOMAS for ADA Transition Plan and Implementation (Phase I) Project
College/District	District
Funding	District Allocated Measure C Funds
Recommended Action	It is recommended that the Board of Trustees approve Amendment No. 1 with PSOMAS in an amount not to exceed \$44,619.70 for the ADA Transition Plan and Implementation (Phase I) project.

---

### Background Narrative:

On September 21, 2010, the Board of Trustees approved multiple items for the District-wide ADA Transition Plan and Implementation (Phase I) project inclusive of approval of using Construction Management Multiple Prime contracting; a tentative project budget in the amount of \$6,360,000 using District Measure C funds; an agreement with Tilden-Coil Constructors, Inc. for construction management multiple prime services in an amount not to exceed \$928,486; and an agreement with PSOMAS for engineering and architectural services in an amount not to exceed \$324,578.20.

Staff now request approval of Amendment No. 1 with PSOMAS in an amount not to exceed \$44,619.70. The amendment includes re-scoping efforts for the ADA Transition Plan and Implementation (Phase I) project requested by the District. The amendment is attached for the Board's review and consideration. The additional engineering and architectural services with PSOMAS brings their agreement total to \$369,197.90.

Prepared By: Tom Harris, Acting President, Moreno Valley College  
Debbie DiThomas, Interim President, Norco College  
Cynthia Azari, President, Riverside City College  
David Bobbitt, Interim Vice President, Business Services  
Laurens Thurman, (Interim) Vice President, Business Services  
Norm Godin, Vice President  
Orin Williams, Associate Vice Chancellor, Facilities Planning & Development  
Bart Doering, Director, Construction

**Attachments:**

[Amendment No. 1 - PSOMAS 11-01-2011](#)

FIRST (1) AMENDMENT TO AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
PSOMAS  
(*ADA Transition Plan and Implementation - Phase I Project*)

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

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$44,619.70, including reimbursable expenses. PSOMAS agreement, including amendment and reimbursable expenses, now totals \$324,578.20. The term of this agreement shall be from the original agreement date of September 22, 2010, to the completion of the project. Payments and final payment shall coincide with original agreement.
- II. The additional scope of work is described in Exhibit I, attached.

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

IN WITNESS WHEREOF, the parties hereto have executed Amendment (1) as of the date written below.

PSOMAS

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

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

Bruce Kirby, PE  
Vice President  
555 South Flower St., Ste. 4400  
Riverside, CA 92501

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

James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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

## Exhibit I

Project: ADA Transition Plan and Implementation - Phase I

### SCOPE OF SERVICES:

PSOMAS will provide additional services as requested and provided to the District for Accessibility Master Planning Services in Support of the Riverside Community College District (RCCD) ADA Transition Plan and Implementation – Phase I for the following Colleges:

- Moreno Valley College
- Norco College
- Riverside City College
- District Office Support Facilities

### SCOPE OF WORK:

TOTAL TIMELINE (Jan 10, 2011 to March 25, 2011) = (10) weeks

The title of this amendment is “Rescoping Efforts” however, this amendment includes all (4) of the Items related and listed below. While the Rescoping (Item No.1) is only 3.5 weeks, the entire effort (Items 1-4) for this amendment lasted (10) weeks total.

#### 1. January Rescoping Effort:

Based upon the January 7, 2010 meeting, the team reviewed the DSA San Diego Letter dated December 21st regarding the Code Interpretation. RCCD agreed due to the potential risk of project delay related to the DSA approval process, that this interpretation would require the PSOMAS / BOA team to re-evaluate the Phase I Barrier removal project involving restrooms. This rescoping effort re-evaluated the project with the understanding that any restroom upgrades would require an upgrade the entire path of travel, (interior and exterior), through the building and to the closest ADA parking stalls.

The Re-scoping Effort included revisions to scope a project primarily inclusive of facilities having restrooms that were adjacent to primary Paths of Travel. This effort included preparing and providing campus maps, and tables for use and review by the RCCD User Group.

This (3.5 week) effort (from Jan 10-Feb 2) was presented at the Feb 2, 2011 meeting for confirmation.

#### 2. List of Omissions :

Based upon February 2, 2011 meeting, the RCCD staff along with the RCCD’s Office of Diversity / Equity, and Compliance Team evaluated our Rescoping Effort and requested a List of Omissions that quantify the items that would not be completed per the original scope of work. This effort included preparation of two sets of binders, each with an analysis covering all three Colleges and the District

Offices.

This (1) week effort (Feb 3 to Feb 10) was presented at the Feb 11, 2011 meeting for confirmation. The Rescoped Project was accepted, with authorization to proceed.

3. Initial Rescope Effort

Based upon the February 11th authorization to proceed (above), the design team began preparation of the new Rescoped Project plans.

This (2.5) week effort (Feb 11 to Mar 4th) included re-defining existing plan sets and determine which portions could be utilized in the new rescoped package.

4. Back Pocket Estimate:

Based upon March 4, 2011 meeting, the RCCD staff requested a "Back Pocket Estimate" that would quantify the projected capital costs to the District to address all the paths-of-travel (per DSA San Diego interpretation.) This theoretical estimate would be useful in future discussions with DSA and the RCCD Board. No estimate was provided during a Programming Phase prior to Plan preparation, so this was a significant effort, and the estimate to be provided at an upcoming meeting.

This was a (2) week effort (Mar 7 to Mar 17).

5. Revised Scope Design Package:

Based upon March 18, 2011 meeting, PSOMAS / BOA agreed that Rescoped Project required less civil design work and that a large portion of the Rescoping Effort could be absorbed by the design team. The Team proceeded with creating the multiple (5) plan package and targeted an April 15th review package. This effort was stopped based upon the March 25, email from Orin Williams. In this email "Craig Rush" agreed that our project was a 'voluntary' project, and he would assist us in redirecting his staff. No appeal will be needed. RCCD directed the PSOMAS / BOA Team to go back to the original scope.

This was a (1) week effort. A copy of the draft Rescoped Civil plans was provided for your reference.

RESCOPING AMENDMENT STRATEGY: (added for clarity):

It was discussed in January that the additional Rescope Effort would ultimately be addressed by using a portion of the \$50,000 Contingency Item. Or, the Team offered to reduce the overall scope of the project (construction cost) to meet the remaining design fee.

This was applicable until the Project was directed back to the Original Project Scope on March 25, 2011.

## CONTRACT FEE ANALYSIS

Using the Contract language (Article X, Compensation), the original contract fee structure includes:

- Using the Contract Documents Phase represents 40% of the total contract, or (40%) of \$261,578.20 = \$104,631.28.
- Using the original project schedule that requires the Contract Document Phase to meet the following original dates: Dec. 17, 2010 to Mar 29, 2011, or (14-weeks)
- Using the original existing team our original manpower rate to produce \$104,631.28 of design in (14) wks. would have required = \$7,473.66 per week, or \$29,894.64 per month.

The Rescoping Effort then was calculated:

- Our new efforts described in this amendment extended from Jan 10, 2010 to March 25, 2010 or (10 weeks).
- Therefore, our efforts are represented by (10) weeks (x \$7,473.66) = \$74,736.60
- Reimbursables = \$2,113.70

We understand that RCCD anticipated an 8-week effort at a reduced manpower rate of \$21,523.00 per month, and therefore agrees to a reduced fee of \$42,506.00.

Therefore, in an effort to be sensitive to the needs and budgets of RCCD and to illustrate our commitment to be a “team player” on this project, we have agreed to the revised following final fee amounts:

Rescoping Design Fees:	\$42,506.00
Reimbursables:	\$ 2,113.70
<b><i>TOTAL RESCOPING AMENDMENT FEE AMOUNT:</i></b>	<b><i>\$44,619.70</i></b>



## Agenda Item (IV-D-3)

Meeting	11/1/2011 - Committee/Regular Board
Agenda Item	Committee - Facilities (IV-D-3)
Subject	Change Order for Wheelock Gymnasium, Seismic Retrofit Project
College/District	Riverside
Funding	Project Budget - State Construction Act Funds and Riverside City College Allocated Measure C Funds
Recommended Action	It is recommended that the Board of Trustees approve Change Order No. 5 with Inland Building Construction Company in the amount totaling \$484,710.05 for the Wheelock Gymnasium, Seismic Retrofit project at the Riverside City College; approve the change order in excess of ten percent (10%) by a total of \$482,696.72 with Inland Building Construction Company.

---

### Background Narrative:

On April 28, 2009, the Board of Trustees approved multiple prime construction for the Wheelock Gymnasium, Seismic Retrofit project located at the Riverside City College. Also approved was an agreement with Tilden Coil Constructors, Inc. for construction management services for the project. On May 25, 2010, the Board of Trustees approved award of bids for eleven (11) scopes of work in the amount of \$13,469,446. On June 15, 2010, the Board of Trustees approved the last scope of work, Asbestos/Lead Abatement in the amount of \$107,000.

Staff now requests approval of Change Order No. 5 with Inland Building Construction Companies in the total amount of \$484,710.05, totaling Inland Building Companies contract to \$3,229,669.72, exceeding the allowable



contingency by a total amount of \$482,969.72. A description of change order work is noted in the attached Change Order Summary.

Prepared By: Cynthia Azari, President, Riverside City College

Norm Godin, Vice President

Orin Williams, Associate Vice Chancellor, Facilities Planning & Development

Michael Stephens, Director, Construction

### **Attachments:**

[Change Order Summary - Wheelock Gymnasium, Seismic Retrofit 11-01-11](#)

Riverside Community College District  
Facilities Planning, Design and Construction  
Riverside Wheelock Gymnasium, Seismic Retrofit

CHANGE ORDER SUMMARY

Change Order: 5  
Contractor: Inland Building Companies

<i>Contract Amount:</i>	\$	2,497,000.00
<i>Change Order No. 1 Amount</i>	\$	148,774.60
<i>Change Order No. 2 Amount</i>	\$	27,154.27
<i>Change Order No. 3 Amount</i>	\$	57,004.87
<i>Change Order No. 4 Amount</i>	\$	15,025.93
<i>Change Order No. 5 Amount:</i>	\$	484,710.05
<i>Revised Contract Sum:</i>	\$	3,229,669.72
<i>Original Contract Contingency:</i>	\$	249,700.00
<i>Remaining Contract Contingency:</i>	\$	-482,969.72

Change Order No. 5 Description:		
Plaster on new wing walls at grid lines A&K (Bulletin #04) <i>Requested by: Unforeseen Conditions</i> <i>Accountability: District</i>		\$36,902.76
Existing window infill metal stud and plaster (Bulletin #12) <i>Requested by: Error/Omission</i> <i>Accountability: Architect</i>		\$8,153.49
Additional furring on the basement walls (Rooms 102, 103, 110, 107) (Bulletin #6) <i>Requested by: Differing Requirements</i> <i>Accountability: Architect</i>		\$16,448.92
Wall revision between 207A and 207B (RFI #074) <i>Requested by: Error/Omission</i> <i>Accountability: Architect</i>		\$209.99
Metal stud infill at grid line 14 (RFI #069) <i>Requested by: Error/Omission</i> <i>Accountability: Architect</i>		\$317.17
Furring at the mdf room 109 (RFI #178) <i>Requested by: Differing Requirements</i> <i>Accountability: Architect</i>		\$557.96
Demo/reframing of existing window tapers for new Storefront (RFI #182) <i>Requested by: Unforeseen Conditions</i> <i>Accountability: Architect</i>		\$52,354.90

Existing wall furring in office 101 (RFI #193) <i>Requested by: Error/Omission</i> <i>Accountability: Architect</i>	\$3,495.34
Additional soffit framing in room 103 (RFI # 257) <i>Requested by: Differing Requirements</i> <i>Accountability: Architect</i>	\$2,647.54
Additional soffit framing in room 101 (RFI # 258) <i>Requested by: Differing Requirements</i> <i>Accountability: Architect</i>	\$1,977.21
Additional soffit framing in room 217 (RFI #335) <i>Requested by: Differing Requirements</i> <i>Accountability: Architect</i>	\$3,071.45
Framing and insulation revisions for wall layout modifications (Bulletin #22) <i>Requested by: Error/Omission</i> <i>Accountability: Architect</i>	\$1,845.28
Soffit reframing revisions in room 216/219 (RFI # 538) <i>Requested by: Unforeseen Conditions</i> <i>Accountability: Architect</i>	\$406.97
Side wall removal for wall waterproofing (Bulletin #35) <i>Requested by: Unforeseen Conditions</i> <i>Accountability: Architect</i>	\$1,230.55
Existing plaster removal and replacement <i>Requested by: Unforeseen Conditions</i> <i>Accountability: Architect</i>	\$350,000
Tower roof lines and cornice alignment (RFI #438) <i>Requested by: Unforeseen Conditions</i> <i>Accountability: Architect</i>	\$1,895.53
Cornice detail revisions (Bulletin #031) <i>Requested by: Unforeseen Conditions</i> <i>Accountability: Architect</i>	\$1,952.70
Infill of type E doors at grid line A & K (RFI #446) <i>Requested by: Unforeseen Conditions</i> <i>Accountability: Architect</i>	\$1,242.29



## Agenda Item (IV-E-1)

Meeting	11/1/2011 - Committee/Regular Board
Agenda Item	Committee - Resources (IV-E-1)
Subject	IT Audit, Core Network Projects
College/District	District
Funding	Measure C
Recommended Action	The Board of Trustees approve the projected budget for the Core Network Upgrades Project in the amount of \$4,850,683 using the Measure C allocation for Information Technology.

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### Background Narrative:

In June of 2010, the Riverside Community College District retained the services of PlanNet Consulting to conduct an assessment or "audit" of all relevant District-wide information technology services, systems and solutions; to analyze and make recommendations as part of a planning initiative and establish the basis for the District's technology roadmap. In its report dated January 28, 2011, PlanNet set forth its findings and recommendations. RCCD's Chancellor then established an IT Implementation Committee (membership noted in Attachment A) and asked the Committee to review PlanNet's report and establish a direction for implementing the IT plan by prioritizing the recommendations contained therein.

The IT Implementation Committee (ITIC) has met and discussed PlanNet's findings and recommendations over the past several months. In so doing, the Committee has worked from PlanNet's "Roadmap," (Attachment B). Said "Roadmap" summarized PlanNet's recommendations into four categories of priority based on the consulting team's sense of urgency and importance.

The ITIC initially reviewed the "Roadmap" for urgency items. Several such

items were noted, and these have previously been presented to and approved by the Board. They are:

1. PBX hardware refresh (\$251,760) approved on March 15, 2011;
2. Network Operations Centers at Moreno Valley College and Norco College - Budget Augmentation (\$160,000) approved on June 21, 2011;
3. Document Imaging Services and Software for Finance and Human Resources (\$43,000) approved on June 21, 2011; and
4. District Web Server Upgrade Equipment (\$93,168.62) approved on June 21, 2011.

Additionally, the Committee also identified a number of items where work had been completed or was in progress. A report on these matters will be presented to the Board in the near future.

As regards the other items, the Committee restructured PlanNet's "Roadmap" into functional categories. At present, they are as follows:

- Core Network Projects
- Organization, Governance, Personnel and Operations
- Voice Infrastructure
- Audiovisual and Instructional Media
- IT Physical Infrastructure (including NOCS)
- Physical Security
- Other Matters

In this Board report, we are presenting ITIC's next recommendation which concerns Core Network Projects. The items in this category primarily reflect end-of-life issues where equipment will no longer be supported by vendors.

As the PlanNet Audit Document noted in detail, a major part of the Districts core network technology has come to the end of the manufacture's serviceable life. This means that replacement parts for critical items, such as switches and routers, are no longer manufactured, stocked or supported by the equipment manufacturers. At this point, if a critical network component fails, the District would be forced to try and procure replacement parts from third party hardware vendors who may or may not be able to supply the required components. In some cases, the District may be forced to buy an entire piece of aged hardware for replacement parts. Obviously, this is not a desirable situation for the District in light of the fact that the network has become a mission critical element, central to all District operations. The PlanNet Audit

placed the highest priority on the network refresh and upgrade. This is one of the largest and most expensive portions of the audit findings, and it must be coordinated with other District projects such as new construction, secondary effects projects and Network Operation Centers. The staff recommends that the plan presented in Attachment C be approved by the Board to address core network technology issues. The projected cost for this project would be \$4,850,683, and the funding source would be the Measure C set aside for Information Technology.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance

## **Attachments:**

[Attachment A - Membership](#)

[Attachment B - Roadmap](#)

[Attachment C - Core Network Projects](#)

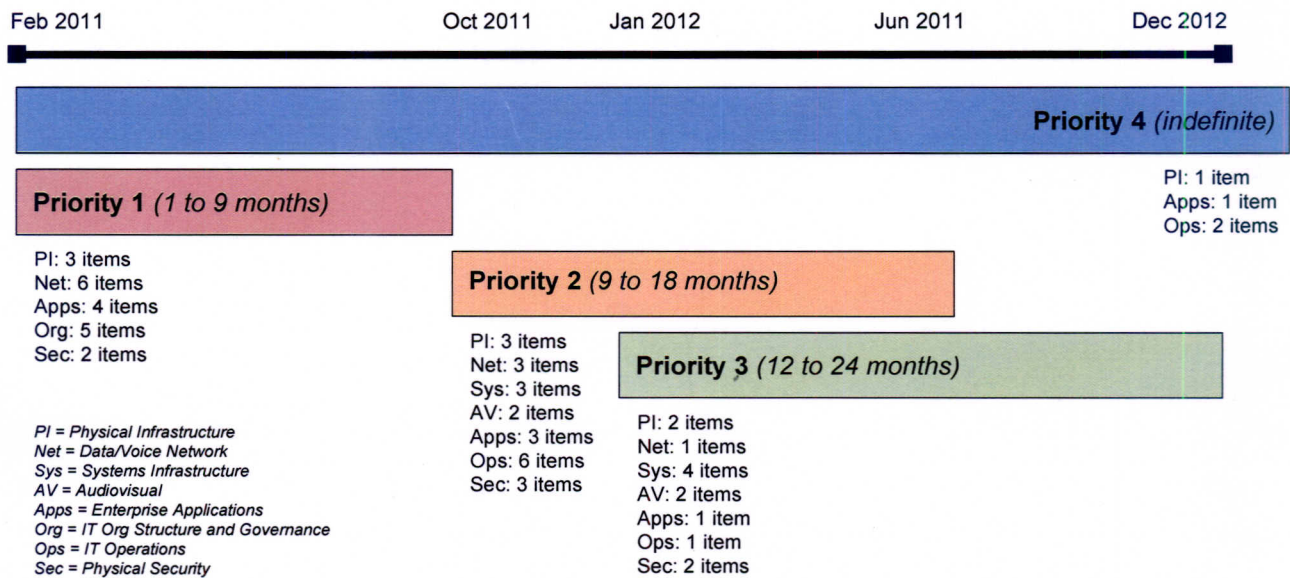
Attachment A  
IT Implementation Committee  
- Membership -

Ashby, Stephen  
Beeman, Chani  
Brady, Glen  
Bravo, Henry  
Buysse, Jim (Chair)  
Carlson, Chris  
Coverdale, John  
Cuz, Julio  
DiThomas, Debbie  
Doering, Bart  
Dong, Darren  
Finney, Nate  
Gilson, Steve  
Herman, Rick  
Lehr, Janet  
Miyashiro, Jim  
Paschke, Kathy  
Ricard, Ron  
Tillquist, John  
Watts, Beth

## 6.0 Roadmap

PlanNet has arranged the various recommendations into a priority sequence based on urgency and importance, and also with regard to certain project dependencies and the overall pacing of the quantity of projects. The recommendations are shown with a ROM cost estimate that reflects the midpoint of the ROM cost ranges presented in more detail in the Appendix.

It is expected that Priority 1 items would initiate within the next 9 months, beginning in February 2011, with Priority 2 items kicking off over the following 9 months, from November 2011 to Summer 2012. Priority 3 items are a year out, commencing at the beginning of 2012 and carrying through to the end of that year. Priority 4 items do not carry a distinct start date and have indefinite durations.



Many of the following recommendations PlanNet considers mandatory in order to accomplish the fundamental concepts described in this report and to address end-of-life systems. Those mandatory items are indicated with a ► in place of the list bullet.

### Priority 1

<u>ACTION</u>	<u>ROM COST</u>
► Engage third-party resource to evaluate Datatel tuning.....	\$20,000
• Clarify student email account policies with Microsoft .....	\$0
► Repair emergency phones at MVC.....	funded
• Update NOC plans based on technical issues in peer review .....	\$75,000
► Implement backup and failover for physical security systems.....	\$80,000
• Rollout Hershey document imaging to Finance and HR (third party scanning) .....	\$35,000
► Local Area Network (LAN) upgrades .....	\$4,000,000
► Wide Area Network(WAN) circuit upgrades .....	\$65,000 (\$120,000 recurring)
• Wireless 802.11n network upgrades.....	\$520,000



- Norco.....\$750,000
- District Offices.....\$250,000

### Priority 3

#### ACTION

#### ROM COST

- Upgrade conduit and building feeds to mesh/loop topology ..... funded
- ▶ Consolidate data center operations at RCC
  - Option A: Build new annex at MLK .....\$1,720,000
  - Option B: Expand Digital Library Server Room.....\$1,460,000
  - Option C: Build into planned IS space in renovated Physical Science Bldg ..... funded
- Virtualize 50% of physical server environment with 10:1 ratio .....\$210,000
- ▶ Upgrade enterprise-class storage arrays, single management platform .....\$180,000
- Implement VDI for computer labs.....\$1,500,000
- ▶ Implement single sign-on technology .....\$0
- Consolidate to single platform for AV media content creation and distribution.....\$200,000
- ▶ Upgrade District security command center and satellite locations .....\$200,000
- ▶ Isolate security equipment rooms and restrict access ..... incl.
- Perform minor upgrades and promote video conferencing for intra-District meetings.....\$50,000
- Unify help desk and extend service hours during registration periods.....\$0
- Centralize procurement of desk and mobile phones .....\$0
- Revisit Datatel SIS platform decision.....TBD

### Priority 4

#### ACTION

#### ROM COST

- Pursue cost-recovery model to charge back services .....\$0
- Reduce copper feed pairs during infrastructure upgrades and renovations .....\$0
- Continue best-value approach to enterprise apps.....\$0
- ▶ Establish operating principles for IT focused on customer satisfaction .....\$0

- Application performance management tools .....\$200,000
- ▶ Voice system (unified comms) requirements study/specification .....\$50,000
- Upgrade NEC PBXs (Option A from requirements study).....\$380,000 (option)
- ▶ Adopt formal IT infrastructure standards document .....\$20,000
- Expand into RCC Digital Library server room as needed .....\$0
- Establish backup Datatel system at MVC .....\$7,500
- ▶ Restructure college IMC units under District IS.....\$0
- ▶ Centralize microcomputer and systems support for Digital Library under District IS.....\$0
- ▶ Add application support/analysts at each college A&R office ..... (2 FTE w/ben \$150,000 recurring)
- ▶ Add academic dean of online education ..... (1 FTE w/ben \$85,000 recurring)
- ▶ Charter four new shared governance committees .....\$0

## Priority 2

### ACTION

### ROM COST

- ▶ Upgrade approx 20 telecom rooms.....\$420,000
- Pursue option for dark fiber connectivity between campuses.....\$7,200(recurring monthly)
- ▶ Complete existing NOC plans at Norco and Moreno Valley colleges ..... funded
- ▶ Establish MVC NOC as DR site for District operations, architect for warm-site failover .....\$60,000
- Create college-specific domains in Active Directory structure .....\$0
- Establish HA clusters for Exchange and SQL with additional nodes at MVC NOC.....\$40,000
- ▶ Replace end-of-life AV equipment (projectors) ..... \$500,000
- Implement network-based AV management platform.....\$180,000
- ▶ Replace VPN concentrator.....\$110,000
- Replace NEC PBXs (Option B from requirements study) .....\$3,300,000 (option)
- Add phones in classrooms..... incl.
- Evaluate Moodle as new hosted and managed LMS platform.....\$0
- Replace Adobe Contribute with SharePoint as web CMS .....\$0
- Reimplement R25 at major release; conduct feature study prior.....\$17,000
- ▶ Create an IT service catalog and define service level agreements.....\$0
- Implement mechanism for measuring and reporting IT Operations outcomes.....\$0
- Leverage Footprints Help Desk to enhance inventory reporting and incident analytics .....\$0
- ▶ Create and fund computer refresh model ..... \$1,000,000 recurring
- Establish centralized training program governed by new Enterprise Tech Committee .....\$0
- Facilitate a business continuity initiative and develop a DR strategy/plan .....150,000
- ▶ Create physical security Master Plan .....\$80,000
- ▶ Create Security Governance Committee.....\$0
- Implement “layered” security measures throughout District
  - RCC .....\$800,000
  - MVC.....\$750,000

## Core Network Projects

The committee has identified a group of projects that are specific to the core of the network backbone infrastructure and its closely associated server, storage, and wireless devices. Given the fact that the network has become a critical element for the delivery of not only data to desktops, the District and College phone system (including emergency phones), as well as audio/visual delivery to the classrooms and laboratories are dependent on a reliable high speed network. Some of these projects should be given immediate attention and funding combined with the needed staffing resources to begin their implementation while others are ongoing efforts that will require several years to complete.

1. Replacement of the main network switches at each college location. These switches (Cisco Catalyst 6509's) are what connect the Colleges to each other as well as the external internet. This equipment has been deemed end of life by the manufacturer and is the highest priority project within the core network projects.

Estimated Cost: \$548,945.00 - This will include major UPS replacements

Estimated Implementation Time: Depending on when this gets approved, the first available time to take the entire network down is 12/17/2011, with two weeks of available time before Winter Session. With Nursing/PhySci and Wheelock projects projected opening dates an integrator will be needed to assist with this or the project will have to wait until the following year.

2. Upgrade the Wide Area Network Speeds connecting the Colleges to each other Norco and Moreno Valley Colleges will benefit from the higher network speeds to Riverside and the internet.

Estimated Cost: Included in item #1 above.

Estimated Implementation Time: This should be done in tandem with the replacement of the main network switches (item #1).

3. Replace Virtual Private Network (VPN) concentrator. These devices are what allow secure access through the District firewall so that administrative staff and authorized vendors can connect to protected resources such as Datatel and network hardware for offsite work and support. The current VPN concentrator is at end of life and needs to be replaced with a new, redundant concentrator.

Estimated Cost: \$20,000

Estimated Implementation Time: A few weeks once the hardware is purchased.

4. Replace end of life switches-and /routers in college campus buildings. In many of the older buildings the network equipment within the building is at the end of manufacture life or will be at the end of life in the next few years. This is a long term, ongoing effort that will require several years to complete with priorities being determined by age and other factors such as the need for upgraded hardware to support the wireless network (see item #5).

Estimated Cost: \$3,642,169.00

Estimated Implementation Time: Approximately 3 years.

5. Upgrade the wireless network at each college. The students and staff have responded favorably to having wireless capabilities throughout the buildings at the college locations, off site learning centers, and administrative buildings. Currently this technology is dated and as such has a cumbersome registration process because of security concerns. Many of the Access Points as well as the related Authentication Servers (at end of manufacture life) need to be replaced so that the wireless network can accommodate an open type of connectivity where students are preregistered thus eliminating the cumbersome registration process. The upgrade would also include creating a separate "guest" network that campus visitors could use without registering. In some areas upgrading the wireless devices is dependent on the replacement of the network hardware that it connects to (i.e. item #4).

Estimated Cost: \$227,559.00. (Note: This needs to include installation costs, waiting for estimates, approximately 320 wireless Access Points).

Estimated Implementation Time: 1 year to 18 months

6. Upgrade end of life enterprise-class storage arrays and backup devices. Some of the District's large storage array networks are very old and need to be replaced with current storage area network (SANS) hardware and servers. These SANS are where administrative and academic departments keep files that need to be shared among department personnel or stored in digital format for record keeping purposes. This is an ongoing project where in some cases several SANS need immediate replacement while others are not as critical.

Estimated Cost: \$66,210.00

Estimated Implementation Time: 6 Months to 1 year

7. Virtualize 50% of the District's current physical servers with modern blade servers that accommodate virtualization with a 10 to 1 ratio. This allows the District to replace 10 individual physical servers with a blade server that runs the 10 server application from one blade server. This is an ongoing project that in some cases has been started for particular applications and will take several years to complete depending on the applications and physical location of the current servers.

Estimated Cost: \$345,800.00

Estimated Implementation Time: 3 years

8. Upgrade conduit and building feeds to a mesh/loop topology. This is an ongoing effort as the Riverside College infrastructure is being upgraded to modern standards and new buildings are added at all the college campus locations.

Estimated Cost: Being funded through Riverside Infrastructure Upgrade Project and new building construction.

Estimated Implementation Time: Ongoing, dependant on construction schedules.



# Agenda Item (VI-A)

Meeting	11/1/2011 - Committee/Regular Board
Agenda Item	Closed Session (VI-A)
Subject	Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal/Release
College/District	District
Funding	N/A
Recommended Action	To be Determined

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## Background Narrative:

Prepared By: Greg Gray, Chancellor