



**Board of Trustees - Regular Meeting
Board of Trustees Governance Committee,
Teaching and Learning Committee, Planning and
Operations Committee, Facilities Committee and
Resources Committee
Tuesday, August 02, 2016 6:00 PM
District Office, Board Room, 3801 Market Street,
Riverside CA 92501**

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, 3rd Floor, 3801 Market Street, Riverside, California, 92501 or online at www.rccd.edu/administration/board.

I. COMMENTS FROM THE PUBLIC

Board invites comments from the public regarding any matters within the jurisdiction of the Board of Trustees. Pursuant to the Ralph M. Brown Act, the Board cannot address or respond to comments made under Public Comment.

II. PUBLIC HEARING (NONE)

III. CHANCELLOR'S REPORT

- A. [Chancellor's Communications](#)
Information Only

IV. BOARD COMMITTEE REPORTS

- A. Governance (None)
- B. Teaching and Learning (None)
- C. Planning and Operations
 - 1. [Annual Presentation on Status Update of Project Labor Agreement by Padilla & Associates](#)
Information Only
- D. Resources (None)
- E. Facilities
 - 1. [Change Order No. 7 for the Culinary Arts Academy and District Offices Project with J.M. Farnan](#)
The Committee to review project Change Order No. 7 with J.M. Farnan in the amount of \$10,663.74; and the change order in excess of ten percent by a total of \$5,441.41.

2. [Change Order No. 2 for the Henry W. Coil Sr. and Alice Edna Coil School for the Arts and Parking Structure with Continental Flooring, Inc.](#)

The Committee to review project Change Order No. 2 with Continental Flooring Inc. in the amount of \$17,682.40; and the change order in excess of ten percent by a total of \$10,302.79.

3. [Change Orders No. 8, No. 9 and No. 10 for the Culinary Arts Academy and District Offices Project with Neal Electric](#)

The Committee to review project Change Order No. 8 with Neal Electric in the amount of \$4,269.70; project Deductive Change Order No. 9 with Neal Electric in the amount of -\$12,602.68; project Change Order No. 10 with Neal Electric in the amount of \$74,439.03 and the change orders currently in excess of ten percent by a total of \$193,667.19.

4. [Agreement Amendment 1 for the Culinary Arts Academy/District Office Building and Agreement Amendment 1 for the Henry W. Coil, Sr. and Alice Edna Coil School for the Arts Building, and Parking Structure Projects with Inland Inspections & Consulting](#)

The Committee to review Agreement Amendment 1 with Inland Inspections & Consulting for additional inspection services in the amount of \$4,100 for the Culinary Arts Academy/District Office Building project; and Agreement Amendment 1 with Inland Inspections & Consulting for additional inspection services in the amount of \$4,100 for the Coil School for the Arts and Parking Structure project; and extend the end date of the contract to December 31, 2016.

5. [Agreement Amendment 3 for Project Labor Administration with Padilla & Associates](#)

The Committee to review Agreement Amendment 3 in the amount not to exceed \$105,000 for project labor administration with Padilla & Associates for the two remaining construction projects: the Culinary Arts Academy/District Office Building; the Henry W. Coil, Sr. and Alice Edna Coil School for the Arts Building; and extend their services through December 31, 2016 based on an anticipated Notice of Completion filed for both projects.

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 8/2/2016 - Committee
Agenda Item Chancellor's Report (III-A)
Subject Chancellor's Communications
College/District District
Information Only

Background Narrative:

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

Prepared By: Michael Burke, Ph.D., Chancellor

Attachments:

None.

Agenda Item (IV-C-1)

Meeting 8/2/2016 - Committee

Agenda Item Committee - Planning and Operations (IV-C-1)

Subject Annual Presentation on Status Update of Project Labor Agreement by Padilla & Associates

College/District District

Information Only

Background Narrative:

On March 16, 2010, the Board of Trustees approved the Project Labor Agreement (PLA) for the District. Likewise, on June 15, 2010, the Board of Trustees approved an agreement with Padilla & Associates to provide administrative assistance as required by the PLA to ensure contractors comply with agreement requirements; mediate disputes between subcontractors and labor groups; help develop and monitor employment and training programs; as well as oversee State Division of Industrial Relations Labor Compliance requirements.

The PLA administrator, Padilla & Associates, now presents an annual presentation status update of the District's Project Labor Agreement oversight for the Board's review.

Prepared By: Michael Burke, Ph.D., Chancellor
Chris Carlson, Chief of Staff & Facilities Development

Attachments:

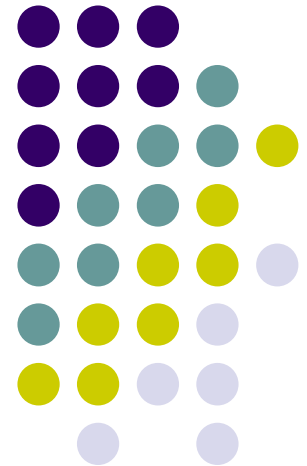
[2015-2016 PLA Annual Status Update](#)

Project Labor Agreement (PLA) Annual Status Update 2015/16

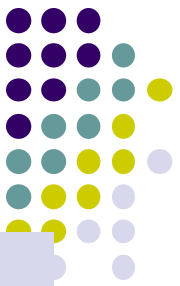
Presented by:
Facilities Planning & Development
and



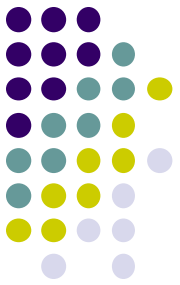
August 2, 2016



Summary of RCCD's PLA



- The RCCD Board of Trustees voted to approve a five-year PLA on March 16, 2010.
- The Agreement covers all RCCD construction projects using \$1 million or more in Measure C funds.
- The RCCD Board of Trustees approved Padilla & Associates, Inc. as the PLA Administrator over a PLA that includes a labor compliance component on June 15, 2010.
- The Annual PLA Report covers the period of July 1, 2010 to July 01, 2016 and includes a status of achievements in meeting the RCCD Board's Economic Development Initiatives.



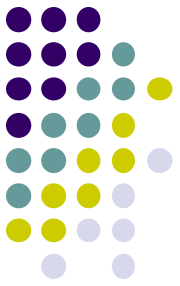
5 Major Components of the PLA

1. Uniform application of employment practices and wage standards.
2. Readily available skilled labor workforce
3. Labor Compliance Component
4. Fringe Benefit waiver provisions
5. Local Hire Goals

Added Economic Development Board Resolution

- Local Business Initiative
 - Board of Trustees Resolution Number 2-04/05

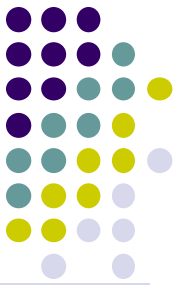
Uniform Employment Practices and Standards



PLA establishes uniformed employment practices and standards for adoption by all contractors performing work. As a result, the project contractors adopt uniform:

- work rules
- hours of work
- shift and alternate work schedules
- single dispute resolution process
- no strike/no lockout provisions
- rest period
- overtime
- show-up pay and make-up days

PLA ACCOUNTABILITY



- **RCCD PLA Steering Committee Oversight**

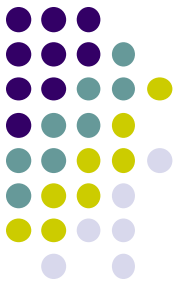
- The RCCD PLA Steering Committee is made up of the :
 - RCCD Chancellor,
 - RCCD General Counsel,
 - RCC, MVC and Norco Vice Presidents of Business Services,
 - RCCD Associate Vice Chancellor of Facilities Planning and Development
 - 2 local open-shop contractors; and
 - 2 representatives of the San Bernardino and Riverside Building and Construction Trades Council.

- **Joint Labor Management Committee Meetings**

- Pursuant to PLA Article 17, meetings have been held with the San Bernardino and Riverside Building and Construction Trades Council, Affiliate Unions, PLA Administrator and RCCD Facilities Planning and Development representatives and RCCD General Counsel.
- The purpose of the meeting is to promote harmonious and stable labor management relations, ensure effective and constructive communication between labor and management parties, and evaluate and ensure an adequate supply of skilled labor for all RCCD Project Work.

RCCD PLA/LCP

Active Monitored Projects



Active Project During the Reporting Period of June 30, 2015 through July 1, 2016.

| CURRENTLY ACTIVE PROJECTS | PROJECT NAME |
|--|--|
| | RCC Student Services Administration Project |
| | Culinary Academy And District Offices (CAADO) - Phase 2 |
| | Coil School for the Arts (CSA) and Parking Structure |
| | MVC Network Operations Center Project |

RCCD PLA/LCP

Closed Monitored Projects



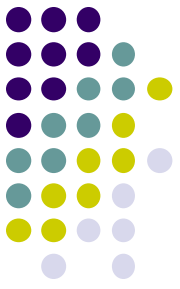
Completed Projects During the Reporting Period of July 1, 2010 through July 1, 2016.

| COMPLETED PROJECTS | PROJECT NAME |
|-------------------------------|--|
| | RCCD (RCC, Norco, MVC) ADA Transition |
| | RCCD Infrastructure (RCC 12KV & Norco Infrastructure) |
| | MVC Student Academic Services |
| | Norco Operations Center |
| | RCCD Culinary Arts Building* |

*Demolition phase only

RCCD PLA/LCP

Closed Monitored Projects

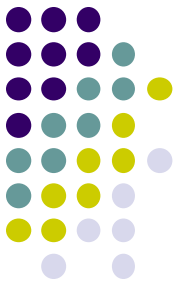


Completed Projects During the Reporting Period of July 1, 2010 through July 1, 2016.

| COMPLETED PROJECTS | PROJECT NAME |
|-------------------------------|--|
| | Lovekin Projects (Portables & Tennis Courts) |
| | Norco Secondary Effects |
| | RCC Wheelock Complex, Gymnasium, Seismic Retrofit |
| | MVC March Dental Education |
| | MVC Lions Lot |
| | MVC Nursing Portables |

SUMMARY:

Non-Union vs. Union Contractors

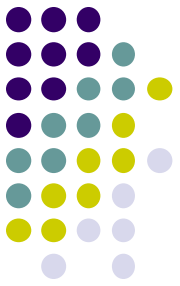


Summary of All Contractors (Prime and Subs) To Date Awarded Contracts Subject to the District's PLA

277 Non-Union (61%)

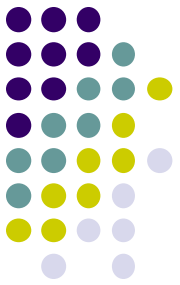
180 Union (39%)

PLA Labor Compliance Component



Labor Compliance monitoring activities undertaken in conformance with California Prevailing Wage Laws and the RCCD PLA which have served as a reduction in possible wage violations:

- early, visible and ongoing labor compliance
- pre-construction meetings with prime and subcontractors
- collection and review of contractor Certified Payroll Records
- performs site visits, observations and worker interviews
- prevailing wage audits and investigations
- reconciliation of worker interviews against reporting
- ongoing contractor technical assistance with California prevailing wage laws and reporting requirements



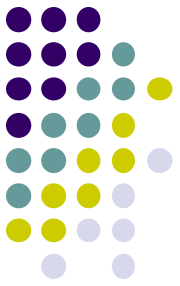
PLA Labor Compliance Achievements

Labor Compliance Monitoring Achievements on the District's PLA Projects:

- ✓ 1082 Contractor Discrepancy Notices Issued
- ✓ 29 Contractor Prevailing Wage Violations Identified, Investigated and Resolved
- ✓ 35 Ongoing Investigation
- ✓ \$123,383.13 of Worker Wages Recovered
- ✓ 1 Finalized DIR approved Audit & Withholding

PLA

Local Hire Initiative



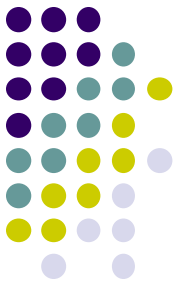
District's PLA Requirement:

- *At least fifty percent (50%) of the positions for Project Work for a particular contractor (including contractor's "core workforce") are to be filled with residents of the Riverside and San Bernardino Counties, with a first priority provided to the residents of Riverside County.*

PLA Local Hire Program Achievements

Attainment Report: Cumulative

(Reporting Period: July 1, 2010 to July 1, 2016)



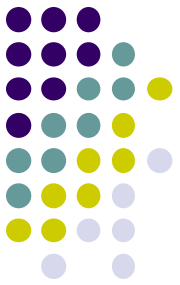
| | |
|---|------------|
| Average Local Hire To Date for Attainment For Active & Closed Projects | 62% |
|---|------------|

| Total Workers Active & Closed Projects | TOTAL WORKERS REPORTED | TOTAL LOCAL WORKERS | Local worker increase from 2015 Board Report |
|---|-------------------------------|----------------------------|---|
| | 4846 | 2992 | 738 |

| ACTIVE PROJECTS | PROJECT NAME | TOTAL WORKERS REPORTED | TOTAL LOCAL WORKERS | LOCAL HIRE ATTAINMENT (as of July 1, 2016) | Local worker increase from 2015 Board Report |
|------------------------|--|-------------------------------|----------------------------|---|---|
| | RCC Student Services Administration Project | 457 | 265 | 58% | 149 |
| | Centennial Plaza (CAADO & CSA) | 1547 | 888 | 57% | 543 |
| | MVC Network Operations Center Project | 191 | 99 | 52% | 47 |

PLA Local Hire Program Achievements

Attainment Report: Cumulative
(Reporting Period: July 1, 2010 to July 1, 2016)



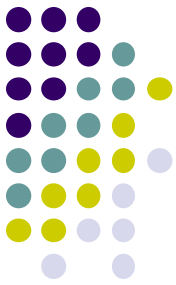
**Overall Average Local Hire Attainment
For Active & Closed Projects** **62%**

| | PROJECT NAME | TOTAL WORKERS REPORTED | TOTAL LOCAL WORKERS | ACTUAL LOCAL HIRE ATTAINMENTS |
|--------------------|------------------------------------|------------------------|---------------------|-------------------------------|
| Closed PROJECTS | Lovekin Projects | 67 | 34 | 51% |
| | RCCD ADA Transition | 88 | 62 | 70% |
| | RCCD Central Plant/Infrastructure | 116 | 94 | 81% |
| | Norco Operations Center | 380 | 250 | 66% |
| | MVC Student Academic Services | 457 | 265 | 58% |
| | RCCD Market St. Culinary Building* | 49 | 33 | 67% |

*Demolition phase only

PLA Local Hire Program Achievements

Attainment Report: Cumulative
(Reporting Period: July 1, 2010 to July 1, 2016)

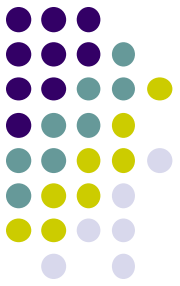


**Overall Average Local Hire Attainment
For Active & Closed Projects**

62%

| CLOSED PROJECTS | PROJECT NAME | TOTAL WORKERS REPORTED | TOTAL LOCAL WORKERS | ACTUAL LOCAL HIRE ATTAINMENTS |
|--------------------|---|------------------------------|------------------------|----------------------------------|
| | Norco Secondary Effects | 419 | 224 | 53% |
| | RCC Wheelock Complex, Gymnasium, Seismic Retrofit | 571 | 435 | 76% |
| | MVC March Dental Education | 343 | 225 | 66% |
| | MVC Lions Lot | 142 | 104 | 73% |
| | MVC Nursing Portables | 19 | 14 | 74% |

PLA Local Business Initiative

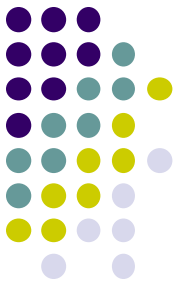


District's Resolution No. 2-04/05 "Support for Local Companies Working On Local Projects":

- *The Board of Trustees passed Resolution Number 2-04/05 on September 16, 2004, in support of local companies working on local projects. Riverside Community College District strives to promote and increase contracting opportunities and participation of local businesses within the Inland Empire's Riverside and San Bernardino counties on all RCCD projects.*

PLA Project Local Business Participation

(Reporting Period: July 1, 2010 to July 1, 2016)



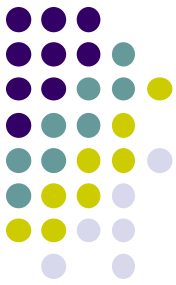
| TOTAL LOCAL BUSIENSS DOLLARS COMMITED | TOTAL LOCAL BUSINESS COMMITMENT % |
|---------------------------------------|-----------------------------------|
| \$81,612,683.90 | 61% |

| ACTIVE PROJECTS | PROJECT NAME | TOTAL NUMBER OF LOCAL BUSINESSES | LOCAL BUSIENSS COMMITMENT |
|-----------------|---|----------------------------------|---------------------------|
| | RCC Student Services Administration Project | 29 | 70% |
| | RCCD Centennial Plaza Project | 16 | 66% |
| | MVC Network Operations Center Project* | 12 | 31% |

* Project complete, final documents unavailable. Pending further action from District.

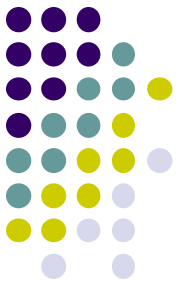
PLA Project Local Business Participation

(Reporting Period: July 1, 2010 to July 1, 2016)



| CLOSED PROJECTS | PROJECT NAME | TOTAL NUMBER OF LOCAL BUSINESSES | LOCAL BUSINESS COMMITMENT | ACTUAL LOCAL BUSINESS ATTAINMENT |
|----------------------------|---|----------------------------------|---------------------------|----------------------------------|
| | Lovekin Projects | 2 | 9% | 9% |
| | Norco Infrastructure | 10 | 97% | 97% |
| | RCCD ADA | 16 | 64% | 64% |
| | RCCD Market St. Culinary Building (Demo Phase) | 5 | 35% | 29% |
| | Norco Operations Center | 27 | 92% | 85% |
| | MVC Student Services Center | 24 | 68% | 69% |
| | Norco Secondary Effects | 10 | 14% | 16% |
| | MVC Lions Lot | 13 | 52% | 62% |
| | MVC Nursing Portables | 7 | 100% | 100% |
| | RCC Wheelock Complex, Gymnasium, Seismic Retrofit | 22 | 38% | 48% |
| MVC March Dental Education | 20 | 45% | 71% | |

PLA Feature: Fringe Benefit Exemption Overview and Status



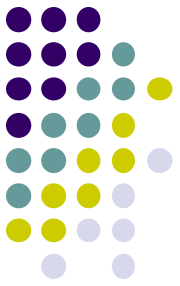
Intent of Fringe Benefit Exemption:

- To level field and afford open and merit shops an equal opportunity to receive credit for existing benefit structure.

PLA Requirement:

- Bidders may qualify for an exemption to the PLA Fringe Benefit requirements if their benefit plan(s) (health, welfare and pension) meet or exceed the applicable Union fringe benefit individual plan(s) referenced in the Schedule A's.
- Bidders are informed of the opportunity to submit a PLA Fringe Benefit Exemption request at all project job-walk meetings.
- Contractor Fringe Benefit Exemption Requests are processed on a project by project basis, therefore providing all parties with the opportunity to be reconsidered based on the evaluation terms.

RCCD PLA Feature: Fringe Benefit Exemption Requests

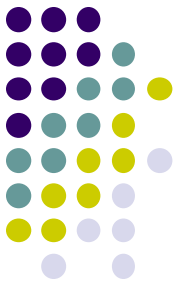


FRINGE BENEFIT TRADE EXEMPTION REQUEST SUMMARY (Reporting Period: July 1, 2010 to July 1, 2016)

| | |
|--|-----------|
| Total Number of Prospective Bidders Filing Exemption Requests * | 8 |
| Total Number of Individual Trade Exemption Requests Processed | 67 |
| Full Trade Benefit Package Exemptions Granted | 23 |
| Partial Trade Benefit Package Exemptions Granted | 40 |
| Trade Benefit Package Exemptions Denied | 4 |

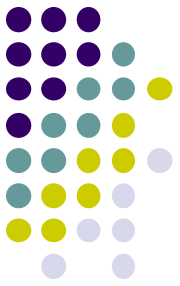
**An individual bidder may have submitted multiple requests.*

RCCD PLA ACCOMPLISHMENTS OVER THE COURSE OF 18 PLA PROJECTS



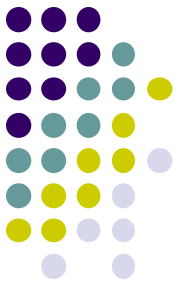
- 0 work stoppages
- \$123,383.13 in employee wages recovered
- 62% of employees who performed work on RCCD PLA projects were local residents
- 2991 Riverside and San Bernardino County local workers were employed on RCCD PLA projects.

RCCD PLA ACCOMPLISHMENTS OVER THE COURSE OF 18 PLA PROJECTS



- 56% of Measure C construction dollars on closed projects have been paid to local businesses.
- \$37,297,435.91 have been paid to local businesses during the construction of all currently closed RCCD PLA projects.
- 61% of Measure C construction dollars on active and closed projects are committed to local businesses.

RCCD PLA ACCOMPLISHMENTS OVER THE COURSE OF 18 PLA PROJECTS

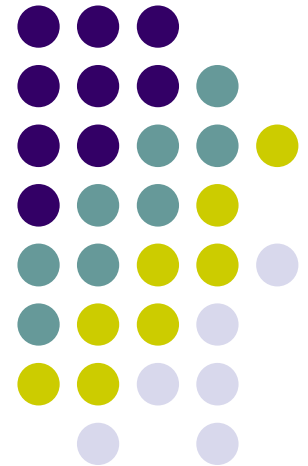


- Padilla & Associates participated in 5 career fairs, with over 4000 students in attendance, 30+ San Bernardino and Riverside County Local Building Trades and hundreds of national and local vendors.



QUESTIONS & ANSWERS

Thank You



Agenda Item (IV-E-1)

| | |
|--------------------|---|
| Meeting | 8/2/2016 - Committee |
| Agenda Item | Committee - Facilities (IV-E-1) |
| Subject | Change Order No. 7 for the Culinary Arts Academy and District Offices Project with J.M. Farnan |
| College/District | District |
| Funding | District and Riverside City College Allocated Measure C Funds |
| Recommended Action | It is recommended that the Board of Trustees approve: 1) project Change Order No. 7 with J.M. Farnan in the amount of \$10,663.74; and 2) the change order in excess of ten percent by a total of \$5,441.41. |

Background Narrative:

On June 17, 2014, the Board of Trustees approved award of bids for Twenty-two (22) scopes of work in the amount of \$50,266,678 for the Culinary Arts Academy & District Offices (CAA/DO), Coil School for the Arts (CSA) and Parking Structure (Phase 2 Construction Bid Categories 04 through 23 & 25).

At this time it is requested that the Board of Trustees approve Change Order No. 7 with J.M. Farnan in the amount of \$10,663.74 amending their contract to \$715,311.01, exceeding the allowable change order contingency by a total amount of \$5,441.41 to date. The change order amount stems from contractor being requested to remove previously installed kitchen equipment so fiber reinforced panels (FRP) could be installed per Health Department requirements. Health Department approved the initial kitchen plans, but upon subsequent inspection, required the FRP. After the FRP installation, kitchen equipment was reinstalled. Also J.M. Farnan encountered additional costs for Building Information Modeling (BIM) rework that was necessary due to changes required. Detailed costs are listed on the attached Change Order Summary.

Prepared By: Wolde-Ab Isaac, President, Riverside
Chris Carlson, Chief of Staff & Facilities Development
Aaron Brown, Vice Chancellor, Business and Financial Services
Bart Doering, Facilities Development Director

Attachments:

[Change Order No 7_J M Farnan Co_Summary](#)

Riverside Community College District
Facilities Planning & Development
Culinary Arts Academy and District Office Building

CHANGE ORDER SUMMARY

Change Order **No. 7**

Contractor: **J.M. Farnan Co., Inc. (BC#20 – Plumbing)**

| | |
|---------------------------------------|---------------------|
| <i>Approved Contract Amount:</i> | \$ 645,336.00 |
| <i>Change Order No.1 Amount:</i> | \$ 13,347.66 |
| <i>Change Order No.2 Amount:</i> | \$ 1,659.94 |
| <i>Change Order No.3 Amount:</i> | \$ 16,088.38 |
| <i>Change Order No.4 Amount:</i> | \$ 7,934.45 |
| <i>Change Order No. 5 Amount:</i> | \$ 17,848.20 |
| <i>Change Order No. 6 Amount</i> | \$ 2,432.64 |
| <i>Change Order No. 7 Amount:</i> | <u>\$ 10,663.74</u> |
| <i>Revised Contract Sum:</i> | \$ 715,311.01 |
| <i>Original Contract Contingency:</i> | \$ 64,533.60 |
| <i>Remaining Project Contingency:</i> | \$ -5,441.41 |

Change Order Description:

Item No. 1

Cost Proposal #368 - Pursuant to release of CCD#210, contractor has been requested remove previously installed kitchen equipment so FRP can be installed per Health Department requirements. Upon completion of the FRP install, kitchen equipment is to be reinstalled. Remaining allowance is \$0 and 10% of the contract value has been previously executed in change orders. Formal Board approved change will need to be issued in the amount of \$6,090.33 to cover these costs.

\$ 6,090.33

Requested by: Owner / Riverside Community College District

Accountability: Owner / Riverside Community College District

Item No. 2

Cost Proposal #369 – due to various RFI and CCD driven changes, JM Farnan encountered additional cost related to their BIM coordination effort. These costs were not included in previous changes. Issues have been reviewed and confirmed with the TCC BIM coordinator as valid. Remaining allowance is \$0 and 10% of the contract value has been previously executed in change orders. Formal Board approved change will need to be issued in the amount of \$4,573.41 to cover these costs.

\$ 4,573.41

Requested by: Owner / Riverside Community College District

Accountability: Owner / Riverside Community College District

TOTAL ADD/CREDIT:

\$ 10,663.74

Agenda Item (IV-E-2)

| | |
|--------------------|--|
| Meeting | 8/2/2016 - Committee |
| Agenda Item | Committee - Facilities (IV-E-2) |
| Subject | Change Order No. 2 for the Henry W. Coil Sr. and Alice Edna Coil School for the Arts and Parking Structure with Continental Flooring, Inc. |
| College/District | Riverside |
| Funding | Riverside City College/Program Reserve Measure C Funds, Redevelopment Funds, and La Sierra Funds |
| Recommended Action | It is recommended that the Board of Trustees approve: 1) project Change Order No. 2 with Continental Flooring Inc. in the amount of \$17,682.40; and 2) the change order in excess of ten percent by a total of \$10,302.79. |

Background Narrative:

On June 17, 2014, the Board of Trustees approved award of bids for Twenty-two (22) scopes of work in the amount of \$50,266,678 for the Culinary Arts Academy & District Offices (CAA/DO), Coil School for the Arts (CSA) and Parking Structure (Phase 2 Construction Bid Categories 04 through 23 & 25).

At this time it is requested that the Board of Trustees approve Change Order No. 2 with Continental Flooring, Inc. in the amount of \$17,682.40 amending their contract to \$572,043.09, exceeding the allowable change order contingency by a total amount of \$10,302.79 to date. The change order amount derives from the following: the subfloor and flooring at the parking garage elevator was not scoped at time of bid; contractor worked overtime to complete flooring in CSA building prior to owner celebration in March; and underlayment was installed due to movement issues at the Kinetics subfloor locations. Detailed costs are listed on the attached Change Order Summary.

Prepared By: Wolde-Ab Isaac, President, Riverside
Chris Carlson, Chief of Staff & Facilities Development
Aaron Brown, Vice Chancellor, Business and Financial Services
Bart Doering, Facilities Development Director

Attachments:

[Change Order No 2_Continental Flooring Inc_Summary](#)

Riverside Community College District
Facilities Planning & Development
Coil School for the Arts & Parking Structure

CHANGE ORDER SUMMARY

Change Order No. 2

Contractor: **Continental Flooring, Inc. (BC#16 – Electrical)**

| | |
|---------------------------------------|---------------------|
| <i>Approved Contract Amount:</i> | \$ 510,673.00 |
| <i>Change Order No.1 Amount:</i> | \$ 43,687.69 |
| <i>Change Order No.2 Amount:</i> | \$ <u>17,682.40</u> |
| <i>Revised Contract Sum:</i> | \$ 572,043.09 |
| <i>Original Contract Contingency:</i> | \$ 51,067.30 |
| <i>Remaining Project Contingency:</i> | \$ -10,302.79 |

Change Order Description:

Item No. 1

Cost Proposal 341: Subfloor and flooring at the parking garage elevator was not scoped at time of bid. RFI#185 clarified the type of rubber flooring to be installed at which point Continental Flooring was asked to provide and install the material.

\$ 1698.00

Requested by: Owner / Riverside Community College District

Accountability: Owner / Riverside Community College District

Item No. 2

Cost Proposal 287: Upon approval of RCC, continental Flooring was worked Over time in order to complete flooring in the CSA building to make it ready for The March 13th owner celebration. Remaining available allowance is \$4,529.00. Available allowance after this change is \$0. This change will exceed allowance and therefore requires formal change to cover the overage. Formal change will need to be issued in the amount of \$1,139.40 to cover the overage.

\$ 1,139.40

Requested by: Owner / Riverside Community College District

Accountability: Owner / Riverside Community College District

Item No. 3

Cost Proposal 340: Forbo Quick Fit underlayment was installed at the direction of the Owner and Design team due to movement issues at the Kinetics subfloor locations. Installation of this product will assure manufacturer warranty stays in tact for flooring sheet goods.

\$ 14,845.00

Requested by: Owner / Riverside Community College District

Accountability: Owner / Riverside Community College District

TOTAL ADD/CREDIT:

\$ 17,682.40

Agenda Item (IV-E-3)

| | |
|--------------------|--|
| Meeting | 8/2/2016 - Committee |
| Agenda Item | Committee - Facilities (IV-E-3) |
| Subject | Change Orders No. 8, No. 9 and No. 10 for the Culinary Arts Academy and District Offices Project with Neal Electric |
| College/District | District |
| Funding | District and Riverside City College Allocated Measure C Funds |
| Recommended Action | It is recommended that the Board of Trustees approve: 1) project Change Order No. 8 with Neal Electric in the amount of \$4,269.70; 2) project Deductive Change Order No. 9 with Neal Electric in the amount of -\$12,602.68; 3) project Change Order No. 10 with Neal Electric in the amount of \$74,439.03 and 4) the change orders currently in excess of ten percent by a total of \$193,667.19. |

Background Narrative:

On June 17, 2014, the Board of Trustees approved award of bids for Twenty-two (22) scopes of work in the amount of \$50,266,678 for the Culinary Arts Academy & District Offices (CAA/DO), Coil School for the Arts (CSA) and Parking Structure (Phase 2 Construction Bid Categories 04 through 23 & 25).

At this time it is requested that the Board of Trustees approve the following for the Culinary Arts Academy and District Offices Project: 1) Change Order No. 8 with Neal Electric in the amount of \$4,269.70; 2) Deductive Change Order No. 9 in the amount of -\$12,602.68; 3) Change Order No. 10 in the amount of \$74,439.03; and 4) amending their contract to \$3,971,352.09, exceeding the allowable change order contingency by a total amount of \$193,667.19. The added costs conveyed in Change Order No. 8 concerns revisions to the security system. Deductive Change Order No. 9 stems from Neal Electric installing the wrong light trim in several areas. Trim specified was a "tape-in" trim that should have been installed prior to the drywall process, resulting in removal and replacement to accommodate the taping and painting procedure. Change Order No. 10 is for the installation of Panasonic TV's in lieu of Sharp TV's. Since the original specifications were issued, Sharp as a company was sold and product lines changed. Therefore the product line offered by Sharp no longer met the specifications required by Riverside City College Instruction Media Center (IMC). Due to the change in company and product line, RCC IMC specified Panasonic products to be installed. With this change in product to assure performance standards specified by RCC IMC, costs are associated with this change. Detailed costs are listed on the attached Change Order Summary.

Prepared By: Wolde-Ab Isaac, President, Riverside
Chris Carlson, Chief of Staff & Facilities Development
Aaron Brown, Vice Chancellor, Business and Financial Services
Bart Doering, Facilities Development Director

Attachments:

[Change Orders No 8, 9 and 10_Summary-Neal Electric](#)

Riverside Community College District
Facilities Planning & Development
Culinary Arts Academy and District Office Building

CHANGE ORDER SUMMARY

Change Order No. 8

Contractor: **Neal Electric (BC#23-Electrical)**

| | |
|--|--------------------|
| <i>Approved Contract Amount:</i> | \$3,434,259.00 |
| <i>Change Order No.1 Amount:</i> | \$ 56,613.32 |
| <i>Change Order No.2 Amount:</i> | \$ 59,152.73 |
| <i>Change Order No.3 Amount:</i> | \$ 40,342.42 |
| <i>Change Order No.4 Amount:</i> | \$ 259,859.66 |
| <i>Change Order No. 5 Amount:</i> | \$ 61,063.21 |
| <i>Change Order No. 6 Amount</i> | \$ -11,151.50 |
| <i>Change Order No. 7 Amount:</i> | \$ 5,107.20 |
| <i>Change Order No. 8 Amount:</i> | \$ <u>4,269.70</u> |
| <i>Revised Contract Sum:</i> | \$3,909,515.74 |
| <i>Original Contract Contingency:</i> | \$ 343,425.90 |
| <i>Remaining Project Contingency:</i> | \$ -131,830.84 |

Change Order Description:

Item No. 1

Cost Proposal 336 (Neal CO# CCN109, 110, 111) – Pursuant to responses received in RFI's #1223 (add card reader at north gate), 1221 (add fail safe provisions to doors) and 867 (add card reader at south pedestrian gate), several security revisions have been made. Remaining allowance is \$0 and 10% of the contract value has been previously executed in change orders. Formal Board approved change will need to be issued in the amount of \$4,269.70 to cover these costs.

\$ 4,269.70

Requested by: Owner / Riverside Community College District

Accountability: Owner / Riverside Community College District

TOTAL ADD/CREDIT:

\$ 4,269.70

Riverside Community College District
Facilities Planning & Development
Culinary Arts Academy and District Office Building

CHANGE ORDER SUMMARY

Change Order No. 9

Contractor: **Neal Electric (BC#23-Electrical)**

| | |
|--|-----------------------------|
| <i>Approved Contract Amount:</i> | \$3,434,259.00 |
| <i>Change Order No.1 Amount:</i> | \$ 56,613.32 |
| <i>Change Order No.2 Amount:</i> | \$ 59,152.73 |
| <i>Change Order No.3 Amount:</i> | \$ 40,342.42 |
| <i>Change Order No.4 Amount:</i> | \$ 259,859.66 |
| <i>Change Order No. 5 Amount:</i> | \$ 61,063.21 |
| <i>Change Order No. 6 Amount</i> | \$ -11,151.50 |
| <i>Change Order No. 7 Amount:</i> | \$ 5,107.20 |
| <i>Change Order No. 8 Amount:</i> | \$ 4,269.70 |
| <i>Change Order No. 9 Amount:</i> | \$ <u>-12,602.68</u> |
| <i>Revised Contract Sum:</i> | \$3,896,913.06 |
| <i>Original Contract Contingency:</i> | \$ 343,425.90 |
| <i>Remaining Project Contingency:</i> | \$ -119,228.16 |

Change Order Description:

Item No. 1

West Tech Mechanical (back charge to Neal Electric) – change request submitted by West Tech for work associated with the CAADO lobby light trim issue. Neal installed the wrong light trim at several hard lid areas. The trim that was specified was a “tape-in” trim that should have been installed prior to the drywall mud process. As a result, WTM had to remove and replace linear grills to accommodate the taping and painting process.

\$ **-973.40**

Requested by: Prime Trade Contractor / West Tech Mechanical

Accountability: Prime Trade Contractor / Neal Electric

Item No. 2

Triumph Painting (back charge to Neal Electric) – change request submitted by Triumph Painting for work associated with the CAADO light trim issue.

\$ -5,139.00

Requested by: Prime Trade Contractor / Triumph Painting

Accountability: Prime Trade Contractor / Neal Electric

Item No. 3

Caston, Inc. (back charge to Neal Electric) – change request submitted by Caston, Inc. for work associated with the CAADO light trim issue.

\$ -6,490.23

Requested by: Prime Trade Contractor / Caston, Inc.

Accountability: Prime Trade Contractor / Neal Electric

TOTAL ADD/CREDIT:

\$ -12,602.68

Riverside Community College District
Facilities Planning & Development
Culinary Arts Academy and District Office Building

CHANGE ORDER SUMMARY

Change Order No. 10

Contractor: **Neal Electric (BC#23-Electrical)**

| | |
|---|----------------------|
| <i>Approved Contract Amount:</i> | \$3,434,259.00 |
| <i>Change Order No.1 Amount:</i> | \$ 56,613.32 |
| <i>Change Order No.2 Amount:</i> | \$ 59,152.73 |
| <i>Change Order No.3 Amount:</i> | \$ 40,342.42 |
| <i>Change Order No.4 Amount:</i> | \$ 259,859.66 |
| <i>Change Order No. 5 Amount:</i> | \$ 61,063.21 |
| <i>Change Order No. 6 Amount</i> | \$ -11,151.50 |
| <i>Change Order No. 7 Amount:</i> | \$ 5,107.20 |
| <i>Change Order No. 8 Amount:</i> | \$ 4,269.70 |
| <i>Change Order No. 9 Amount:</i> | \$ -12,602.68 |
| <i>Change Order No. 10 Amount:</i> | \$ <u>74,439.03</u> |
| <i>Revised Contract Sum:</i> | \$3,971,352.09 |
| <i>Original Contract Contingency:</i> | \$ 343,425.90 |
| <i>Remaining Project Contingency:</i> | \$ -193,667.19 |

Change Order Description:

Item No. 1

CP #367: Pursuant to direction received in CCD#53, Owner has requested installation of Panasonic TV's in lieu of Sharp TV's. Remaining allowance is \$0 and 10% of the contract value has been previously executed in change orders. Formal Board approved change will need to be issue in the amount of \$74,439.03

\$ 74,439.03

Requested by: Owner / Riverside Community College District

Accountability: Owner / Riverside Community College District

TOTAL ADD/CREDIT:

\$ 74,439.03

Agenda Item (IV-E-4)

| | |
|--------------------|--|
| Meeting | 8/2/2016 - Committee |
| Agenda Item | Committee - Facilities (IV-E-4) |
| Subject | Agreement Amendment 1 for the Culinary Arts Academy/District Office Building and Agreement Amendment 1 for the Henry W. Coil, Sr. and Alice Edna Coil School for the Arts Building, and Parking Structure Projects with Inland Inspections & Consulting |
| College/District | District |
| Funding | College & District Allocated Measure C Funds/Program Reserve Measure C Funds, Redevelopment Funds, and La Sierra Funds |
| Recommended Action | It is recommended that the Board of Trustees approve: 1) Agreement Amendment 1 with Inland Inspections & Consulting for additional inspection services in the amount of \$4,100 for the Culinary Arts Academy/District Office Building project; and 2) Agreement Amendment 1 with Inland Inspections & Consulting for additional inspection services in the amount of \$4,100 for the Coil School for the Arts and Parking Structure project; and 3) extend the end date of the contract to December 31, 2016. |

Background Narrative:

On April 15, 2014, the Board of Trustees approved an agreement with Inland Inspections & Consulting for Inspection Services/Inspector of Record (IOR) Services for the Culinary Arts Academy/District Office Building (CAA/DO) project in the amount of \$166,680. In addition, on April 15, 2014, the Board approved an agreement with Inland Inspections & Consulting for Inspection Services/IOR Services for the Henry W. Coil, Sr. and Alice Edna Coil School for the Arts (CSA) and Parking Structure project in the amount of \$294,200.

At this time, it is requested that the Board of Trustees approve Agreement Amendment 1 with Inland Inspections & Consulting in the amount not to exceed \$4,100 for the CAA/DO project and extend the end date of the contract to December 31, 2016 due to additional inspection services needed to complete the project. This amendment will bring their total agreement for CAA/DO to \$170,780. It is also requested that the Board of Trustees approve Agreement Amendment 1 with Inspections & Consulting in the amount not to exceed \$4,100 for the CSA and Parking Structure project and extend the end date of the contract to December 31, 2016, due to additional inspection services needed to complete the project. This amendment will bring their total agreement for CSA and the Parking Structure to \$298,300.

Details are explained in Exhibit I of the attached amendments.

Prepared By: Wolde-Ab Isaac, President, Riverside
Chris Carlson, Chief of Staff & Facilities Development
Aaron Brown, Vice Chancellor, Business and Financial Services
Bart Doering, Facilities Development Director

Attachments:

[Amendment No 1_CAADO_Inland Inspections & Consulting](#)
[Amendment No 1_CSA and Parking Structure_Inland Inspections & Consulting](#)

FIRST (1) AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
INLAND INSPECTIONS & CONSULTING
(*Culinary Arts Academy/District Office Building*)

This document amends the original agreement between the Riverside Community College District and Inland Inspections & Consulting, which was originally approved by the Board of Trustees on April 15, 2014

The agreement is hereby amended as follows:

Additional compensation of this amended agreement shall not exceed \$4,100, including reimbursable expenses, totaling agreement to \$170,780. The term of this agreement shall be from the original agreement date of April 16, 2014, to the extended amended date of December 31, 2016.

Payments and final payment shall coincide with original agreement.

Additional scope of work shall be provided in Exhibit I, attached.

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

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

INLAND INSPECTIONS & CONSULTING

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____
Robert E. Schumacher
Director of Operations
7338 Sycamore Canyon Blvd. Ste.4
Riverside, Ca 92508

By: _____
Aaron S. Brown
Vice Chancellor
Business and Financial Services

Date: _____

Date: _____

Exhibit I



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

June 16, 2016

Bart Doering
Facilities Development Director
Riverside Community College District
450 Alessandro Blvd.
Riverside, CA 92508

Bart:

EMAILED TO: bart.doering@rccd.edu

RE: Riverside City College Culinary Arts/District Office Building
DSA Application 04-112789/File Number 33-C1
Increase to C-0004542

Pursuant to your request, we are providing this request for increase to the referenced Purchase Order. This request for increase is based on our conversation and the expectation that the project will be completed in December 2016. We estimated our hours with the intention of working approximately 50 hours per month through December. Our estimated request for increase is outlined below.

Class 1 Project Inspector 50 hours @ \$82.00 per hour \$4,100.00

This hourly rate will be in effect for the duration of the project.

NOTE REGARDING OVERTIME RATES:

Normal hours: eight hours Monday-Friday, excluding any Holiday

Overtime hours (1½ X): first 4 overtime hours Monday-Friday, excluding any Holiday
and first 12 hours on Saturday, excluding any Holiday

Double-time hours (2 X): all hours over 12 on Monday-Saturday and all hours on Sunday or Holiday

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

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Schumacher', written over a horizontal line.

Robert Schumacher
Director of Operations

FIRST (1) AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
INLAND INSPECTIONS & CONSULTING

(Henry W. Coil, St. and Alice Edna Coil School for the Arts Building & Parking Structure)

This document amends the original agreement between the Riverside Community College District and Inland Inspections & Consulting, which was originally approved by the Board of Trustees on April 15, 2014

The agreement is hereby amended as follows:

Additional compensation of this amended agreement shall not exceed \$4,100, including reimbursable expenses, totaling agreement to \$298,300. The term of this agreement shall be from the original agreement date of April 16, 2014, to the extended amended date of December 31, 2016.

Payments and final payment shall coincide with original agreement.

Additional scope of work shall be provided in Exhibit I, attached.

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

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

INLAND INSPECTIONS & CONSULTING

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____
Robert E. Schumacher
Director of Operations
7338 Sycamore Canyon Blvd. Ste.4
Riverside, Ca 92508

By: _____
Aaron S. Brown
Vice Chancellor
Business and Financial Services

Date: _____

Date: _____

Exhibit I



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

June 16, 2016

Bart Doering
Facilities Development Director
Riverside Community College District
450 Alessandro Blvd.
Riverside, CA 92508

Bart:

EMAILED TO: bart.doering@rccd.edu

RE: Coil School For the Arts
DSA Application Number 04-112917/File Number 33-C1
Increase to C-0004543

Pursuant to your request, we are providing this request for increase to the referenced Purchase Order. This request for increase is based on our conversation and the expectation that the project will be completed in December 2016. We estimated our hours with the intention of working approximately 50 hours per month through December. Our estimated request for increase is outlined below.

Class 1 Project Inspector 50 hours @ \$82.00 per hour \$4,100.00

This hourly rate will be in effect for the duration of the project.

NOTE REGARDING OVERTIME RATES:

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Schumacher', written over a light blue horizontal line.

Robert Schumacher
Director of Operations

Agenda Item (IV-E-5)

| | |
|--------------------|--|
| Meeting | 8/2/2016 - Committee |
| Agenda Item | Committee - Facilities (IV-E-5) |
| Subject | Agreement Amendment 3 for Project Labor Administration with Padilla & Associates |
| College/District | District |
| Funding | District and Riverside City College Allocated Measure C Funds |
| Recommended Action | It is recommended that the Board of Trustees approve Agreement Amendment 3 in the amount not to exceed \$105,000 for project labor administration with Padilla & Associates for the two remaining construction projects: 1) the Culinary Arts Academy/District Office Building; 2) the Henry W. Coil, Sr. and Alice Edna Coil School for the Arts Building; and 3) extend their services through December 31, 2016 based on an anticipated Notice of Completion filed for both projects. |

Background Narrative:

On June 15, 2010, the Board of Trustees approved an agreement with Padilla & Associates in the amount not to exceed \$1,600,000 to provide administrative assistance as required by the Project Labor Agreement (PLA) for Measure C projects within the Riverside Community College District. On November 18, 2014, the Board of Trustees approved Agreement Amendment 1 in the amount of \$200,000 as the number of projects exceeded the projects envisioned when the PLA was originally passed by the Board. In April, 2015 Amendment 2 was executed for time extension only for remaining projects without additional compensation.

At this time it is requested that the Board of Trustees approve Agreement Amendment 3 with Padilla & Associates in the amount not to exceed \$105,000 for additional administrative services, including Construction and Close-Out Tasks and Deliverables for the two remaining construction projects: 1) the Culinary Arts Academy/District Office (CAA/DO); 2) the Coil School for the Arts (CSA); and 3) extend their services through December 31, 2016 based on an anticipated Notice of Completion filed for both projects. Amendment 3 would bring the total contract amount to \$1,905,000. Details are listed on Exhibit A on the attached Amendment 3 for both CAA/DO and CSA.

Prepared By: Wolde-Ab Isaac, President, Riverside
Chris Carlson, Chief of Staff & Facilities Development
Aaron Brown, Vice Chancellor, Business and Financial Services
Bart Doering, Facilities Development Director

Attachments:

[Amendment No 3_Padilla and Associates](#)

THIRD (3) AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
PADILLA & ASSOCIATES
(Project Labor Agreement)

This document amends the original agreement between the Riverside Community College District and Padilla & Associates, which was originally approved by the Board of Trustees on June 15, 2010.

The agreement is hereby amended as follows:

Additional compensation of this amended agreement shall not exceed \$105,000, including reimbursable expenses, now totaling agreement to \$1,905,000. The term of this agreement shall be from the original agreement date of June 15, 2010, to the extended amended date of December 31, 2016 based on an anticipated Notice of Completion filed for both projects.

Payments and final payment shall coincide with original agreement.

Detailed scope of work shall be provided in Exhibit A, attached for both CAA/DO and CSA.

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

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

PADILLA & ASSOCIATES, INC.

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

By: _____

Patricia K. Padilla
President
211 E. City Place Drive
Santa Ana, CA 92706

Aaron S. Brown
Vice Chancellor
Business and Financial Services

Date: _____

Date: _____

Exhibit A (CAA/DO)



TRANSMITTED VIA E-MAIL: Bart.Doering@rccd.edu

July 21, 2016

Mr. Bart Doering
Facilities Development Director
Facilities, Planning & Development
Riverside Community College District
450 E. Alessandro Blvd., Riverside, CA 92508
Phone: (951) 222-8962

RE: RCC Culinary Arts Academy & District Offices (CAADO) Project
SUBJECT: Cost Proposal Extension: Project Labor Agreement and Labor Compliance Services for Pre-Construction, Construction and Close-Out Task and Deliverables

Dear Mr. Doering:

As requested, Padilla & Associates, Inc. (P&A) is pleased to submit for your review the enclosed cost proposal extension for the scope of work under our existing RCCD Agreement for the Project Labor Agreement and Labor Compliance Services for Pre-Construction, Construction and Close-Out Task and Deliverables for the RCC Culinary Arts Academy & District Offices (CAADO) Project. This project will be administered and enforced utilizing RCCD's Labor Compliance Program.

Should you have any questions regarding any aspect of the enclosed proposal, please feel free to contact me or Tony Dupré at (714) 973-1335, or by e-mail at ppadilla@padillainc.com or tdupre@padillainc.com.

Sincerely,

Patricia K. Padilla
President

Enclosures

Corporate Office
211 E. City Place Drive
Santa Ana, CA 92705
Phone (714) 973-1335

717 K Street, Ste. 427
Sacramento, CA 95814
Phone (714) 973-1335

PADILLA & ASSOCIATES, INC.
RIVERSIDE COMMUNITY COLLEGE DISTRICT
PROJECT LABOR AGREEMENT AND LABOR COMPLIANCE ADMINISTRATOR SERVICES
RCC CULINARY ARTS ACADEMY & DISTRICT OFFICES (CAADO) COST PROPOSAL

June 16, 2016

PROJECT UNDERSTANDING

Campus: District
 Project: RCC Culinary Arts Academy & District Offices
 Estimated Project Budget: \$33,134,262.00

TASK AND DELIVERABLES

The following table serves to identify the tasks and deliverables required in performing the PLA & LCP administrative duties. This project will be administered and enforced utilizing RCCD's Labor Compliance Program. Please see the proposal attached as "Exhibit A" to this proposal.

| CONSTRUCTION TASK AND DELIVERABLES | |
|------------------------------------|--|
| 14 | Work with local unions and general contracting community (union and non-union) via the dispatch process to identify and refer competent craft persons as needed for the project. |
| 15 | Promote employment of local residence toward meeting RCCD Local Hire goal of 50%. |
| 16 | Monitor, tract, and report contractor's utilization of local hires statistics in database. |
| 17 | At the request of a participating union to the PLA, obtain proof of contractor core employee and review to ensure compliance with the criteria set forth in the PLA. |
| 18 | Review submitted request in accordance with Article 5 Section 5 of the PLA to assess the contractor's eligibility for exemption. |
| 19 | Verify that the requested contractor's fringe benefits for their core workforce are equal to, or better than, those designated in the Schedule A's. |
| 20 | Secure and collect weekly Certified Payroll Records (CPR's) no later than the 10th of each month following the commencement of the work. |
| 21 | Issue discrepancy notices at least monthly to each prime contractor. |
| 22 | Make recommendations to withhold contract payments and withholdings equal to the amount of underpayments for unresolved discrepancies after second notices have been sent to the contractors. |
| 23 | Prepare withholding and penalty request to the Department of Industrial Relations on behalf of the District. |
| 24 | Perform jobsite field interviews. |
| 25 | Collect and reconcile jobsite field interviews against the respective CPR's. |
| 26 | Process and coordinate the enforcement of the PLA in response to work stoppages and lock-outs in accordance with Article 7 of the PLA. |
| 27 | Prepare and issue project specific submittal logs on a bi-monthly basis to RCCD and Tilden-Coil to facilitate/remedy areas of discrepancy or non-compliance. |
| 28 | Work with a representative of the Council, the contractor, and workers to settle grievances under Article 10 of the PLA. |
| 29 | Work with grieving parties to resolve disputes in accordance with the provisions set forth in Articles 7, 8 or 10 of the PLA. |
| 30 | Notify the District and contractor of all actions taken at steps 2 and 3 of Section 10.2 of the PLA, and participate as a neutral administrative party to all proceedings at such steps including Arbitration. |

PADILLA & ASSOCIATES, INC.
RIVERSIDE COMMUNITY COLLEGE DISTRICT
PROJECT LABOR AGREEMENT AND LABOR COMPLIANCE ADMINISTRATOR SERVICES
RCC CULINARY ARTS ACADEMY & DISTRICT OFFICES (CAADO) COST PROPOSAL

| | |
|--|--|
| 31 | Perform ongoing monitoring to ensure compliance by all contractors and subcontractors in accordance with the PLA. |
| 32 | Monitor apprenticeship ratio in accordance with the PLA, and issue cure notices as necessary. |
| 33 | Respond to inquiries and complaints from third parties. |
| 34 | Provide technical assistance to Contractors and subcontractors. |
| 35 | Receive worker complaints, conduct labor investigations, issue findings, process Notice of Contractor Withholding and conduct labor proceedings with DIR and District legal counsel. |
| 36 | Maintain project specific files and electronic databases (contractors, unions, Letter of Assent, Core Employee List, DAS 140, third party requests, etc.) |
| 37 | Respond to RFI's regarding the PLA and other Labor Compliance requirements from contractors, subcontractors, unions, and other parties. |
| 38 | Prepare quarterly reports relative to Local Hire and Apprentice Utilization of RCCD service area residents. |
| PROJECT CLOSE-OUT TASK AND DELIVERABLES | |
| 39 | Initiate final audit of PLA and LCP contractor documents. |
| 40 | As a part of the final acceptance, ensure that all outstanding final documentation required of the contractor has been received. |
| 41 | Secure certification from each contractor and subcontractor has paid all fringe benefit contributions due and owing to the appropriate Trust or fringe benefit program prior to the release of final payment/retention, as applicable. |
| 42 | Prepare final project close-out report. |

EXHIBIT "A"
PADILLA & ASSOCIATES, INC.
RIVERSIDE COMMUNITY COLLEGE DISTRICT
PROJECT LABOR AGREEMENT AND LABOR COMPLIANCE ADMINISTRATOR SERVICES
RCC CULINARY ARTS ACADEMY & DISTRICT OFFICES (CAADO) COST PROPOSAL

| FIXED FEE SCHEDULE | FIXED PRICE |
|--|-----------------------|
| PROJECT: | CONTRACT |
| RCC CULINARY ARTS ACADEMY & DISTRICT OFFICES - Budget: \$33,134,262.00 | |
| Current Project Duration - 28 Months: Pre-Construction February 2014, <i>Construction</i> : March 2014 – May 2016 | \$225,000.00 * |
| Projected Project Extension Duration - 7 Months: On-Going Construction: June 2016 – November 2016, Close-out December 2016 | \$41,415.43 * |
| SCOPE OF SERVICES: | |
| ➤ Project Labor Agreement and Labor Compliance Administrator Services | |
| ➤ This project will be administered and enforced utilizing Padilla & Associates, Inc.'s Labor Compliance Program. | |
| TOTAL FIXED PRICE FEE SCHEDULE | \$266,415.43 * |

*Fixed Price Fee Schedule is reflective of rates which include a 4% escalation in effect January increase per calendar year and associated travel and material costs.

Exhibit A (CSA)



TRANSMITTED VIA E-MAIL: Bart.Doering@rccd.edu

July 21, 2016

Mr. Bart Doering
Facilities Development Director
Facilities, Planning & Development
Riverside Community College District
450 E. Alessandro Blvd., Riverside, CA 92508
Phone: (951) 222-8962

RE: Coil, School of the Arts (CSA) Project (1 Project)
SUBJECT: Cost Proposal Extension: Project Labor Agreement and Labor Compliance Services for Pre-Construction, Construction and Close-Out Task and Deliverables

Dear Mr. Doering:

As requested, Padilla & Associates, Inc. (P&A) is pleased to submit for your review the enclosed cost proposal extension for the scope of work under our existing RCCD Agreement for the Project Labor Agreement and Labor Compliance Services for Pre-Construction, Construction and Close-Out Task and Deliverables for the RCCD Coil, School of the Arts (CSA) Project (1 Project). This project will be administered and enforced utilizing RCCD's Labor Compliance Program.

Should you have any questions regarding any aspect of the enclosed proposal, please feel free to contact me or Tony Dupré at (714) 973-1335, or by e-mail at ppadilla@padillainc.com or tdupre@padillainc.com.

Sincerely,

Patricia K. Padilla
President

Enclosures

Corporate Office
211 E. City Place Drive
Santa Ana, CA 92705
Phone (714) 973-1335

717 K Street, Ste. 427
Sacramento, CA 95814
Phone (714) 973-1335

PADILLA & ASSOCIATES, INC.
RIVERSIDE COMMUNITY COLLEGE DISTRICT
PROJECT LABOR AGREEMENT AND LABOR COMPLIANCE ADMINISTRATOR SERVICES
COIL SCHOOL OF THE ARTS (CSA) COST PROPOSAL

June 16, 2016

PROJECT UNDERSTANDING

Campus: District
 Project: Coil School of the Arts Project (1 Project)
 Estimated Project Budget: \$43,088,000.00

TASK AND DELIVERABLES

The following table serves to identify the tasks and deliverables required in performing the PLA & LCP administrative duties. This project will be administered and enforced utilizing RCCD's Labor Compliance Program. Please see the proposal attached as "Exhibit A" to this proposal.

| CONSTRUCTION TASK AND DELIVERABLES | |
|------------------------------------|--|
| 14 | Work with local unions and general contracting community (union and non-union) via the dispatch process to identify and refer competent craft persons as needed for the project. |
| 15 | Promote employment of local residence toward meeting RCCD Local Hire goal of 50%. |
| 16 | Monitor, tract, and report contractor's utilization of local hires statistics in database. |
| 17 | At the request of a participating union to the PLA, obtain proof of contractor core employee and review to ensure compliance with the criteria set forth in the PLA. |
| 18 | Review submitted request in accordance with Article 5 Section 5 of the PLA to assess the contractor's eligibility for exemption. |
| 19 | Verify that the requested contractor's fringe benefits for their core workforce are equal to, or better than, those designated in the Schedule A's. |
| 20 | Secure and collect weekly Certified Payroll Records (CPR's) no later than the 10th of each month following the commencement of the work. |
| 21 | Issue discrepancy notices at least monthly to each prime contractor. |
| 22 | Make recommendations to withhold contract payments and withholdings equal to the amount of underpayments for unresolved discrepancies after second notices have been sent to the contractors. |
| 23 | Prepare withholding and penalty request to the Department of Industrial Relations on behalf of the District. |
| 24 | Perform jobsite field interviews. |
| 25 | Collect and reconcile jobsite field interviews against the respective CPR's. |
| 26 | Process and coordinate the enforcement of the PLA in response to work stoppages and lock-outs in accordance with Article 7 of the PLA. |
| 27 | Prepare and issue project specific submittal logs on a bi-monthly basis to RCCD and Tilden-Coil to facilitate/remedy areas of discrepancy or non-compliance. |
| 28 | Work with a representative of the Council, the contractor, and workers to settle grievances under Article 10 of the PLA. |
| 29 | Work with grieving parties to resolve disputes in accordance with the provisions set forth in Articles 7, 8 or 10 of the PLA. |
| 30 | Notify the District and contractor of all actions taken at steps 2 and 3 of Section 10.2 of the PLA, and participate as a neutral administrative party to all proceedings at such steps including Arbitration. |

**PADILLA & ASSOCIATES, INC.
 RIVERSIDE COMMUNITY COLLEGE DISTRICT
 PROJECT LABOR AGREEMENT AND LABOR COMPLIANCE ADMINISTRATOR SERVICES
 COIL SCHOOL OF THE ARTS (CSA) COST PROPOSAL**

| | |
|--|--|
| 31 | Perform ongoing monitoring to ensure compliance by all contractors and subcontractors in accordance with the PLA. |
| 32 | Monitor apprenticeship ratio in accordance with the PLA, and issue cure notices as necessary. |
| 33 | Respond to inquiries and complaints from third parties. |
| 34 | Provide technical assistance to Contractors and subcontractors. |
| 35 | Receive worker complaints, conduct labor investigations, issue findings, process Notice of Contractor Withholding and conduct labor proceedings with DIR and District legal counsel. |
| 36 | Maintain project specific files and electronic databases (contractors, unions, Letter of Assent, Core Employee List, DAS 140, third party requests, etc.) |
| 37 | Respond to RFI's regarding the PLA and other Labor Compliance requirements from contractors, subcontractors, unions, and other parties. |
| 38 | Prepare quarterly reports relative to Local Hire and Apprentice Utilization of RCCD service area residents. |
| PROJECT CLOSE-OUT TASK AND DELIVERABLES | |
| 39 | Initiate final audit of PLA and LCP contractor documents. |
| 40 | As a part of the final acceptance, ensure that all outstanding final documentation required of the contractor has been received. |
| 41 | Secure certification from each contractor and subcontractor has paid all fringe benefit contributions due and owing to the appropriate Trust or fringe benefit program prior to the release of final payment/retention, as applicable. |
| 42 | Prepare final project close-out report. |

EXHIBIT "A"
PADILLA & ASSOCIATES, INC.
RIVERSIDE COMMUNITY COLLEGE DISTRICT
PROJECT LABOR AGREEMENT AND LABOR COMPLIANCE ADMINISTRATOR SERVICES
COIL SCHOOL OF THE ARTS (CSA) COST PROPOSAL

| FIXED FEE SCHEDULE | FIXED PRICE |
|--|-----------------------|
| PROJECT: | CONTRACT |
| COIL SCHOOL OF THE ARTS PROJECT (1 PROJECT) - Budget: \$43,088,000.00 | |
| Current Project Duration - 25 Months: Pre-Construction May 2014, Construction: June 2014 – May 2016 | \$244,843.72 * |
| Projected Project Extension Duration - 7 Months: On-Going Construction: June 2016 – October 2016, Close-out November 2016 - December 2016 | \$63,478.03 * |
| SCOPE OF SERVICES: | |
| <ul style="list-style-type: none"> ➤ Project Labor Agreement and Labor Compliance Administrator Services ➤ This project will be administered and enforced utilizing Padilla & Associates, Inc.'s Labor Compliance Program. | |
| TOTAL FIXED PRICE FEE SCHEDULE | \$308,321.75 * |

*Fixed Price Fee Schedule is sum(s) reflective of rates which include a 4% escalation in effect January increase per calendar year and associated travel and material costs.

Agenda Item (VI-A)

| | |
|--------------------|---|
| Meeting | 8/2/2016 - Committee |
| 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 |

Background Narrative:

None.

Prepared By: Michael Burke, Ph.D., Chancellor

Attachments:

None.