

## 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.

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### 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.

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### 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 13<sup>th</sup> 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.

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### 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
<b><i>Change Order No. 8 Amount:</i></b>	\$ <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>	\$ <b>-11,151.50</b>
<i>Change Order No. 7 Amount:</i>	\$ 5,107.20
<i>Change Order No. 8 Amount:</i>	\$ 4,269.70
<b><i>Change Order No. 9 Amount:</i></b>	\$ <b><u>-12,602.68</u></b>
<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>	\$ <b>-11,151.50</b>
<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>	\$ <b>-12,602.68</b>
<b><i>Change Order No. 10 Amount:</i></b>	\$ <b><u>74,439.03</u></b>
<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.

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### 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.

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### 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](mailto: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](mailto:ppadilla@padillainc.com) or [tdupre@padillainc.com](mailto: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.
<b>PROJECT CLOSE-OUT TASK AND DELIVERABLES</b>	
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
<b>PROJECT:</b>	<b>CONTRACT</b>
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 *
<b>SCOPE OF SERVICES:</b>	
➤ Project Labor Agreement and Labor Compliance Administrator Services	
➤ This project will be administered and enforced utilizing Padilla & Associates, Inc.'s Labor Compliance Program.	
<b>TOTAL FIXED PRICE FEE SCHEDULE</b>	<b>\$266,415.43 *</b>

\*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](mailto: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](mailto:ppadilla@padillainc.com) or [tdupre@padillainc.com](mailto:tdupre@padillainc.com).

Sincerely,

Patricia K. Padilla  
President

Enclosures

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**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.
<b>PROJECT CLOSE-OUT TASK AND DELIVERABLES</b>	
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
<b>PROJECT:</b>	<b>CONTRACT</b>
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 *
<b>SCOPE OF SERVICES:</b>	
<ul style="list-style-type: none"> <li>➤ Project Labor Agreement and Labor Compliance Administrator Services</li> <li>➤ This project will be administered and enforced utilizing Padilla &amp; Associates, Inc.'s Labor Compliance Program.</li> </ul>	
<b>TOTAL FIXED PRICE FEE SCHEDULE</b>	<b>\$308,321.75 *</b>

\*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.