

Facilities Planning and Development Council

*October 27, 2022
Zoom Conference Call
10:00a.m. – 11:30a.m.*

AGENDA

I. WELCOME AND CALL TO ORDER

II. APPROVAL OF MINUTES

- A. September 29, 2022

III. FACILITIES PLANNING UPDATES

- A. Facilities Master Plans
- B. CCCC'O Facilities Planning
- C. Policies and Procedures
- D. Long-Term Capital Facilities Program
- E. Sustainability and Climate Action
- F. Student Housing Initiatives
- G. Legislative and Regulations Updates

IV. COVID-19 AND FACILITIES IMPACTS

- A. Construction under COVID-19

V. PROJECT UPDATES

- A. Division of the State Architects
- B. Capital Projects Status Report
- C. Scheduled Maintenance Projects

VI. OTHERS

- A. Facilities Dedications Events (Ground Breaking & Grand Opening)

VII. NEW AGENDA ITEM(S); ADDITIONAL MATERIALS; PRESENTATIONS

- A. Cybersecurity Presentation, Susanne Ma

VIII. GUESTS

- A. None



FACILITIES PLANNING and DEVELOPMENT COUNCIL

September 29, 2022 Zoom Conference Call

10:00a.m. – 11:30a.m.

MEETING MINUTES

MEMBERS AND ATTENDEES:

Name	Title	Present YES/NO
Majd Askar	Moreno Valley College – Vice President Business Services	NO
Ron Kirkpatrick	Moreno Valley College – Director of Facilities M&O	YES
Robert Fontaine	Moreno Valley College – Faculty Representative, CTA/AS	YES
Monica Hernandez	Moreno Valley College – Faculty Representative, CTA/AS	NO
TBD	Moreno Valley College – Classified Representative, CSEA	NO
Michael Collins	Norco College – Vice President Business Services	YES
TBD	Norco College – Director of Facilities M&O	NO
Travonne Bell	Norco College – Manager of Facilities, Grounds, & Utilization	YES
Kimberly Bell	Norco College – Faculty Representative, Academic Senate	NO
TBD	Norco College – Classified Representative, CSEA	NO
Robert Beebe	Riverside City College – Director of Facilities M&O	YES
Krystin Mendez	Riverside City College – Assistant Director of Facilities M&O	YES
TBD	Riverside City College – Faculty Representative, CTA/AS	NO
Laneshia Judon	Riverside City College – Faculty Representative, CTA/AS (Rotating)	NO
Don Wilcoxson	Riverside City College – Faculty Representative, CTA/AS (Rotating)	NO
TBD	Riverside City College – Faculty Representative, CTA/AS (Rotating)	NO
TBD	Riverside City College – Classified Representative, CSEA	NO
Misty Griffin	District – Director of Business Services	YES
Susanne Ma	District – Director of IT, Infrastructure and Systems	YES
Beiwei Tu	District – Director of Risk Management	NO
Rochelle Duran	District – Student Trustee	NO
Hussain Agah	District – Associate Vice Chancellor, FPD	YES
Mehran Mohtasham	District – Director of Capital Planning	YES
Bart Doering	District – Facilities Development Director	YES
Myra Nava	District – Facilities Planning Specialist, Support Services	YES
Janna Accomando	District – Facilities Planning Specialist, Accounting	YES
Evelyn Ault	District – FPD (Recorder)	NO

Riverside Community College District Facilities Planning and Development (FPD) supports the educational mission of the District and its three Colleges- Moreno Valley, Norco and Riverside City through advanced planning and development of facilities, standards, infrastructure and resources that promotes a learning environment by providing safe, sustainable and high-quality campuses. The FPD administers the facilities improvements to ensure compliance with the District Strategic Plan and Colleges Facilities Master Plans, and manages the planning, development and implementation of the District Five (5) Year Capital Outlay plan and Long-term Capital Facilities program. The department is also responsible for formulating, promoting, guiding, and administration of district policies and procedures associated with planning, design, construction and development functions.

I. CALLED TO ORDER

- A. By Hussain Agah

II. APPROVAL OF MINUTES

- A. Motion to Approve August 25, 2022 Meeting Minutes by Beebe. Second by Kirkpatrick.

ACTION: *Approved*

III. FACILITIES PLANNING UPDATES

A. Facilities Master Plans Updates

1. **MVC:** The College's facilities master plan (FMP) was BOT approved in June 2019. **No update.**
The college's comprehensive master plan (E/PMF) was BOT approved in August 2021.
2. **NC:** The College's facilities master plan (FMP) was BOT approved in June 2019. **No update.**
3. **RCC:** The College's facilities master plan (FMP) was BOT approved in December 2018. **No update.**
4. **District Unified FMPs:** The district-wide unified FMP's prioritized projects list "preliminary" was posted under the District website, including project descriptions and conceptual budgets. **No update.**
 - i. Agah stated that the District Unified FMP's will need to be updated regularly and should reflect the Educational/Facilities Master Plan updates.

B. CCCC'O Facilities Planning Update:

1. **Five-Year Capital Construction Plans (5YCCP) & Capital Outlay Program:**
 - i. **2022 Five-Year CCP:** The 5YCCP was submitted to the June BOT and to the state by the deadline of August 1, 2022. The state did not require hard copies to be mailed and asked to receive all documents by email. The District 5YCCP will be presented to BOT on June 14, 2022. The 5YCCP included the following submissions with updated projects budgets that reflect today's market condition and updated schedule for when it will be funded:
 - ii. **RCC:**
 - a) New FPP – Cosmetology Project (Growth).
 - b) IPPs – 1. Visual Arts Complex (Phase I) (Growth); 2. Advanced Technology (Growth); 3. MLK Modernization.
 - iii. **MVC:**
 - a) Revised FPP Library Learning Resource Center (Growth).
 - b) IPPs – 1. Biological & Physical Sciences (Growth); 2. Kinesiology, Athletics (Growth); 3. Ben Clark Training Center Education Center Building Phase II (Growth) and is lining up as a standalone FPP next year; 4. Fine & Performing Arts Complex (Growth).
 - iv. **NC:**
 - a) New FPP – Library Learning Resource Center and Student Services (Growth).
 - b) IPPs – 1. STEM Phase I (Growth); 2. Student Services Welcome Center (Growth); 3. Social & Behavioral Science Phase I (Growth).

ACTION: *None*

- v. **State Capital Outlay Re-categorization and Prioritization (New Scoring Methodology):** All FPPs submitted in 2022's 5YCCP for consideration for the 2024/2025 spending plan will be scored using the new metrics. The DOF approval requires 25% local contribution for FPPs. Colleges' FPPs are not eligible for hardship waivers.

ACTION:

- *No update*

- 2. **Building Naming Reconciliation:** FPD will be working with colleges to reconcile the building names in FUSION and college Live 25 system to reflect FTES and FTEF.

ACTION:

- *No update*

3. **Five (5) Year Scheduled Maintenance Plan & Instructional Support**

- i. **2021-2022:** Agah stated the district received \$14.1M, \$10.5 towards scheduled maintenance and \$3.6 towards instructional support. Griffin stated the funding has been split by the current year BAM allocation. Mohtasham stated that 5Y Instructional Support Plan was submitted to the state on December 13, 2021.
- ii. **2022-2023:** The district is receiving \$19M for Scheduled Maintenance and Instructional Support. That is less than what was anticipated because the state has a formula for distribution, it increased the base allocation from \$2M to \$4M. Then the additional criteria was based on the FTES. Two categories were added, the Renewable Energy "Solar"/Battery and the Energy Efficiency projects. Due dates to submit Scheduled Maintenance Certifications, PFP, 5 Year Scheduled Maintenance Plan was October 24, 2022. Nava received the preliminary MVC plan; the final allocation may change their plan. RCCD contacted the state and requested an increase to the permit and soft cost elements on the SM form, the CCCC'O accepted the changes and it was updated in the call letter for the entire system. FPD received feedback and will be meeting with the colleges today to discuss the plans. The state requires that the college provide their backlog, regardless if a project has funding or not. The backlog can be entered into FUSION to track it. That will be information to the state for potential advocacy for SM funding.

ACTION:

- *Streamline the PPIP process so administering the program will be more efficient; identify SM funds for the Solar/BESS project and allocate the remainder to the colleges' SM funds*

4. **Space Inventory (SI)**

- i. **2022 SI Submittal:** The current SI reports from FUSION were sent to the colleges with a deadline of August 31, 2022 to make any changes. Alma Strategies has requested a meeting with the colleges. FPD reached out to the colleges before that meeting to determine if there were specific questions about their SI reports. The SI reports have been submitted to VCBFS for review and approval. The State due date is October 3, 2022. Nava provided an update on the status for each college. Nava has a list of changes that have been submitted and has reached out to the developers at FUSION to request the ability to pull Reconciliation Reports from FUSION by year rather than 2018 to current date and show the differences by year.

ACTION:

- *Any changes to the college SI needs to be reported to FPD to be reflected in FUSION.*

5. **Facilities Conditions Assessment (FCA)**

- i. Agah requested that the colleges use the FCA for the development of the 5-Year Schedule Maintenance Plan. NC stated the assessments have not been used yet. RCC uses it as a database and has not used the assessment as yet. Agah has recommended that these databases be used for 5YSMP.

- ii. Nava stated the Facilities Condition Assessment scores on the FCI will affect the scoring on the modernization projects as well as the FTES.
- iii. A strategy to complete the floor plan updates is being discussed for all the colleges. FPD will update all of the floorplans in FUSION with help from the colleges.
- iv. Nava stated the district is far down on the state's list, the assessment may be scheduled in late 2023. The state will send an update when they have a better timeframe.

ACTION:

- **No update**

C. Policies and Procedures:

1. Board/Administrative Policies:

- i. Under the Public Contract Code 20651 during a bid process the communication protocol guidelines must be followed and the college should direct vendors/bidders to Purchasing (in writing) to avoid interference.

ACTION:

- **No update**

2. Land Use Development and Public-Private-Partnership

- i. The Land Use Development and Public-Private-Partnership (P3) policies are approximately 95% complete and are being reviewed by VC Brown. The policies will go to the Chancellor for review and then be presented to FPDC.

ACTION:

- *The Scion Group is helping the District with the new BP/AP regarding land use development & Public-private-development. **No Update***

3. Milestone Signoff Documents:

- i. Doering reviewed and described the **Capital Construction Project Design Milestone** form and the **Certificate of Substantial Completion Milestone** form. The Capital Construction Project Design Milestone form shows all stakeholders involved and will be utilized for larger projects to approve the design and moves the project from one phase to another. The Certificate of Substantial Completion Milestone form lets the college know that the construction contracts show they are substantially complete and the building can begin to be occupied. It is a contractual requirement and is the last step in getting the project closed out. A similar form will be developed for a CM Multi Prime.

ACTION:

- *Incorporate the process into an administrative policy for efficiencies and consistencies. **No update***

4. Prequalification List and Process:

- i. **Professional Services:** RFQs to establish pre-qualified lists for Surveying, Environmental, and Commissioning Consultants will be in place in the near future. The RFQ has not been drafted yet.
- ii. **Construction Services:** FPD has established a process to prequalify general contractors/primes in compliance with Public Contract Code section 20651.5 that requires a public agency like RCCD to establish a procedure to include a standardized questionnaire, financial statement, and an appeals process.
- iii. **CUPCCCA:** Vendors can register for a prequalification on Purchasing's website throughout the year.
- iv. **Professional Services Qualification Process:** Agah shared the PowerPoint presentation for the new transparent boilerplate qualification RFQ/P process that was formulated to prequalify professional services such as CM's,

architects and specialty consultants. The RFQ/P has specific questions for specific trades and services, and specific scoring for each. The process is tailored to specific projects using a standard scoring metrics and includes the appropriate agreement as part of the packet. Interviews of the three to five highest scoring proposals will be conducted. A committee will be formulated each time and will be asked to look at all of the qualifications independently. The committee will be provided with pre-RFQ/P training.

- v. **Vendors Debrief:** FPD has provided debriefs with many vendors that have not been selected. They want to know what the criteria is. The process is always explained, the selection criteria is reviewed, and the diverse committee members is discussed with objective review and selection approach. They are all told that the committee's decision is not a personal decision, and previous work with the District is not a guarantee of selection.

ACTION:

- *Incorporate the process into an administrative policy for efficiencies and consistencies. **No update***

5. Consultants Engagement Process:

- i. Askar/Agah discussed and presented the prequalified consultant engagement process in alignment with the District BP/AP and best practices as follows:
 - a) **Below \$25,000:** Obtain a minimum (1) one proposal from District Prequalified list of consultants; the work should not start without a PO in place; no board report is required.
 - b) **Over \$25,000 to \$99,100:** Obtain a minimum (3) three proposals from District Prequalified list of consultants; use the District's small-scale RFP format; qualified-based selection; the work should not start without an executed contract and PO in place; no board report is required.
 - c) **Over \$99,100:** Send formal RFP to the entire District Prequalified list of consultants; utilize the formal RFQ/P process with scoring methodology and selection criteria; qualified-based selection; the work should not start without an executed contract and PO in place; board report is required.
- ii. The administrative policy, regarding the process, will also be developed.
- iii. Askar reviewed the internal process for obtaining quotes using prequalified lists. The BP/AP talks about the different thresholds but does not include the section for professional services.

ACTION:

- *Incorporate the process into an administrative policy for efficiencies and consistencies. **No update***

6. Sustainability & Climate Action Policies:

- i. FPD is working with DLR Group to draft a sustainability & climate action policies in alignment with the SCAP and CCCC'O Board of Governors' policies.

ACTION:

- **No update**

D. Long-Term Capital Facilities Program

- 1. The LTCFP was BOT approved on March 17, 2020. Some budget has been identified for the critical mission plans: Sustainability initiatives, integrated energy and infrastructure.
 - i. Agah stated the NC Center for Human Performance & Kinesiology Capital Facilities project is in the preliminary planning phase, FPD provided the 2011/12 design standard to DLR group. Using an outdated design specification is a concern. The goal is to update the district standard and college design guidelines, it requires approximately \$150,000-\$250,000 to complete depending on the level of detail. VCBFS has added this item to the District Strategic Plan request. FPD can work with the college to use the standard as a guideline.
 - ii. Collins stated NC will utilize the same standards that were used on the Veterans Resource Center project.
 - iii. Ma stated the cabling specifications have not changed too much, they are not that outdated, and the networking equipment has been quoted per project, so it is ok. The only problem is the room size, the rack changes and what technology is planned to be in the room.

ACTION:

- **No update**

2. Total Cost of Ownership (TCO):

- Agah stated that the district will be working with the colleges to develop a TCO prototype metrics districtwide. The TCO is a requirement for Accreditation, and GO Bond and best practices. It will capture all utilities, scheduled maintenance, capital renewal, custodial and grounds, staffing requirements for new funded/approved projects, cradle to grave concept. It is recommended to use APPA Standards.
 - Agah stated that part of DLR's sustainability scope of work and deliverables is to help the district create a TCO prototype.
- Mohtasham stated FPD is working with DLR and District IT to determine how the TCO and Energy dashboards can be migrated from the DLR iCloud server to the District's iCloud server.
- The TCO dashboard is up and running, the TCO require some modification so another meeting will be scheduled by the end of September 2022 to finalize all of the times in the TCO model. The next step is to migrate the application from DLR's website to the district's network.
- DLR will complete a majority of the migration. FPD, District IT and DLR's IT team are meeting today to look at the ways and options of how to complete that. Gathering the information and the actual dashboard is more than 95% complete. The DLR team are working on some small changes. A meeting with the college VP's and Directors of Facilities will be scheduled to provide the updates.
- The final TCO dashboard should be completed before the end of 2022.

ACTION:

- *A meeting with Coast CCD, FPD, the colleges and DLR is being considered; decide if the platform should be made available on the website, and if that will be useful*

E. Climate Action and Sustainability Stewardship (SCAP)

1. Districtwide Sustainability & Environmental Responsibility Planning Update:

- The committee resumed meetings for 2022. The committee discussed the charge, mission and vision of the District Sustainability Committee, discussed the proposed change to some of the language and began reviewing the details of each of the impact areas (Decarbonization/Climate Justice, Water/Ecosystem, Waste/Procurement, Academic, Engagement, Health/Wellbeing, Resiliency, Trust/Transparency), and develop specific goals, objectives, measures, metrics and milestone for each one of them.
- SCAP development updates were provided to the Board of Trustees on June 14, 2022.
- Reminders were sent to the colleges to review the plan, the draft has been formalized and is under review, and only a few comments have been received. A meeting will be scheduled for the SCAP Page Turn for the committee to provide their input.
- The plan is about 85% complete. The Sustainability committee met this month and will meet again in October. The final draft of the Sustainability Climate Action Plan has been provided to the Sustainability Committee to provide their review in a few weeks. The goal is to submit the plan to the BOT for approval in December 2022 with all the goals, objectives and timelines of implementation.

ACTION: *Complete the SCAP and present to the board for approval in December 2022.*

2. Solar Planning Initiative (Solar Plan):

- The project is in the procurement phase (GC 4217).
- The CEQA consultant, Dudek, filed all exemptions for the solar projects and was approved by BOT in August 2021. The initial/feasibility assessments on the hillsides site require a Mitigated Negative Declaration (MND).
- The Solar Planning Committee selected Total Energies, formerly SunPower. Contract negotiations are ongoing for approximately \$29M to do all of the solar system and battery storage across five sites - BCTC, MVC, NC, RCC and district office. A negotiations meeting occurred on July 5, 2022.

- iv. The loan won't be secured until the District reached an agreement with TotalEnergies and submit the design-build contract to the board for approval.
- v. Total Energies continues to work on the electrical audit at CAADO, CSA and Norco College. There is no electrical audit required at RCC and MVC due to the tie in to the 12KV Loop. A meeting with SCE was requested regarding MVC and NC equipment to see if it is owned by the college and maintained by SCE and to see if permission is needed to tap into that equipment. There has been no response to the request.
- vi. FPD is meeting with SCE and TotalEnergies to complete due diligence and schedule surveys like Topo, Geo and underground utility survey on the campuses to devise a plan for the construction. TotalEnergies is providing dates to schedule the surveys and will be coordinated with the colleges. FPD requested information from Riverside Public Utilities that TotalEnergies needed to be able to complete the contract negotiations and finalize a contract. Three meetings have been scheduled to continue the process to conclude the negotiations. CEQA is in place and should be submitted to the November BOT. Feedback from DTSC is needed for final approval.
- vii. The financial analysis was provided to VC Brown, he is working to get the funding in place. Our legal and general council will meet to review the draft design build energy service agreement.

ACTION:

- *Recommend a successful design-build solar provider to BOT in October or November 2022; present DTSC CEQA to BOT in October or November 2022; begin design and construction*

3. Energy Management and Dashboard:

- i. Agah provided an update regarding the dashboard as part of the Integrated Energy Master Plan. DLR had the framework for the dashboard a couple of weeks ago.
- ii. The Energy Calculations from the last year will be submitted to the state on January 27, 2022. The usage for the last fiscal year was calculated and the data was entered into the reports provided to the council.
- iii. Mohtasham stated the process is more than 95% done in regards to collecting the information and doing the meter mapping. There are some unknown metering and feedback from the campuses that is needed. DLR put together a draft dashboard. FPD is working collectively with the District IT on the Dashboard and how it will be hosted in our system.
- iv. DLR team will have the maps implemented into the system, which will be part of the migration to the database. When the update is received it will be sent to the colleges to review the new changes. The previous link was provided to the Sustainability committee.

ACTION:

- *Complete an interactive dashboard for the district; Mohtasham will provide the draft dashboard link to the FPDC*

4. Community Transportation Needs Assessment Voucher (Mobility Equity):

- i. The final report was submitted to the State at the end of October 2021. The District is waiting for the grant application in spring to submit the project and design application for up to \$1.0 million in grant funding.
- ii. Harris discussed the disadvantages for students in trying to afford to buy cars and that the Carsharing program will be a great opportunity for everyone.
- iii. Agah discussed the potential grants (EV Charge Ready) where the utility companies will fund all of the infrastructure to get EV charging stations. There is a pilot program that will be used as a case study that provides full or significant funding from the utility companies. That is for MVC and NC. The same thing will be explored with RPU for RCC in the future.

ACTION:

- *No update*

5. On-Bill Financing (CCC/IOU) & Energy Audits:

- i. This California Community Colleges/Investor Owned Utilities (CCC/IOU) program is under the state Chancellor's office umbrella. It is an opportunity to provide an energy audit to the college facilities to determine suitable energy efficient projects from SCE and SCG. The on-bill-financing has no obligation or contract between the district and SCE and SCG. The advantage is the zero financing for items over \$250,000. Anything under \$250,000 can be part of the incentives, it would pay up to \$4M for electrical and \$2M for gas upgrades for each campus and can be paid back in ten years. Some processes and procedures must occur before the on-bill financing happens. The utility company requires a survey and energy audit of the building systems at each college to determine deficiencies. When approved by the utility company the deficiencies identified can be converted to a project and paid for by the utility company, if the college does not have the funds. The program would replace chillers, boilers, HVAC, lighting, controls, etc., and pay for installation, equipment, and commissioning. The program was discussed with the Directors of Facilities at the kick-off meeting that occurred on March 29, 2021.
- ii. Agah stated this is still an opportunity for the district if some of the projects will qualify and can take advantage of this program. FPD spoke to NC and DLR about the Central Plant and some outdated chillers. This program could qualify the chiller upgrade. DLR visited the NC site as part of the Sustainability effort and should be able to identify the cost and the best economic way of doing this project.

ACTION:

- *No update*

F. Students Housing**1. Student Housing Initiative at MVC, NC & RCC:**

- i. Agah stated the Chancellor advocated for funding for student housing. The goal is to conduct a district-wide on and off-campus feasibility study, focusing on districtwide affordable student housing to address the student basic needs and support their educational journey.
- ii. The Scion Group completed the initial student housing survey, market demand analysis and financial modeling for MVC, Norco and Riverside City College. Final (DRAFT) reports were provided to the colleges for review and comments.
- iii. The Scion will work the MVC and NC to launch a student housing survey for the traditional residential units in alignment with SB169 efficient and affordable requirements that were not addressed/known in Fall 2021.
- iv. MVC, NC & RCC will be eligible to submit a construction grant application to the state on the tentative date of January 25, 2023. Those applications will compete with other districts and colleges for the 2023/24 funding. The design meeting occurred with the three college committees which included students. Each college will meet two more times, and then the application will be submitted.

ACTION:

- *Continue to work with City of Moreno Valley for land acquisition.*

2. SB 169 Affordable Student Housing Grant Program:

- i. The State budget has \$2B identified for UC, CSU and California Community Colleges for student housing.
- ii. Agah provided an update and stated SB169 was signed by the governor on September 23, 2021, to provide \$2B for affordable student housing grant program. The guidelines were provided on October 12, 2021, the application was submitted on the October 31, 2021 due date. The funding will assist with feasibility and financial studies and preliminary planning. The application was provided in the minutes and the SB169 forms were reviewed by Agah.
- iii. On March 1, 2022 the District received a notification that the DOF has recommended the approval of the feasibility and planning applications for the three colleges in the total amount of \$1.6 million. RCCD will have access to the \$1.6 million as of July 1, 2022 for the student housing planning at each college.
- iv. The district engaged The Scion Group as a student housing advisory consultant and project manager as well as HED Architects to assist the colleges with the construction grant applications.

ACTION:

- *Submit the construction application by the due date October 2022*

G. Legislative and Regulations Updates:

- i. **School Bonds:** Agah provided an update regarding AB-75 and SB-22 that places a new “potential” state school bond on the November 2022 ballot. Nobody knows yet how much that statewide bond would be, and it could bundle K-12 with CCD’s, CSU’s and the UC System. AB-75 and SB-22 will not go to the November 2022 ballot due to the surplus funding. The state allocation of Prop 51 for the statewide bond has been diminished and already allocated. The next window for the statewide bond will be 2024.
- ii. **Student Housing:** There are two bills, AB1602 that discusses the revolving loan fund in the amount of \$5B for 2022/23 for zero interest rate, and AB1764 that discusses the need for exemption of community college student housing from DSA requirements and for colleges to provide data about students and their needs for housing.
- iii. **Classroom Air Quality and Ventilation Requirements:** If approved, AB2232 bill would have two provisions; the first requires Community College Districts and other school districts to conduct a comprehensive HVAC inspection every 5 years and provide an HVAC Test Technician report to identify the inefficiencies in the HVAC system for classrooms, offices, etc. The second requires installation of CO2 monitors in all classrooms. The funding source is not known at this time.
- iv. **CEQA Exempt for Student and Faculty Housing:** If approved, SB886 bill provides a CEQA Exemption for qualifying student and faculty housing projects that could be approved. This bill did not move forward.

ACTION: *None*

IV. PROJECT UPDATES

A. Master Projects List/Calendar/Capital Project Summary Form

1. All projects regardless of funding source need to follow the process

ACTION:

- *No Update*

B. Division of the State Architects (DSA)

1. Agah provided a DSA regulations update regarding IR A-22 and IR A-9 for School Site Improvements and Project Exception. Even if a project is DSA “exempt”, it still needs to comply with Title 24 and CA Building Code regardless of project size to avoid any liability and comply with the State codes.
2. FPD is the **Point Of Contact** with DSA and should be involved in any new project under DSA purview at the college regardless of funding sources.
3. Mohtasham reviewed “revised” IR A-22 and stated there are two changes submitted: 1) Threshold increase to \$119,230 and 2) Two items for the playground canopy. Mohtasham shared the details of the playground canopy requirements.

ACTION:

- *No Update*

C. Capital Projects Status Report

1. Riverside City College:

- i. **RCC Life Science/Physical Science Reconstruction Project:** Based on the schedule, construction should begin in September 2022. Approval from DOF was received for the Working Drawings and the job walk occurred on June 30, 2022. Bids were received on July 19, 2022. The project is still on schedule and within budget,

Alternates #1 and #2 were approved. After the August 16 BOT all documentations were sent to the State, we are waiting to receive approval from DOF to issue the Notice to Proceed to the GC lowest bidder. Construction can begin after the NTP is issued, potentially by end of September or early October 2022. FPD met with the contractor today to review the fencing and the IT locations during demolition of LS/PS. Purchasing is working to get the contracts signed and completed; the NTP has not been issued.

ACTION: *None*

- ii. **Gomez ADA Phase 2 Campus Improvement Project:** The project is funded by General Funds and 2021/22 SM Funds. FPD sent the City of Riverside an email identifying the areas they are responsible for. FPD worked with the college to coordinate the laydown area and construction sequencing. FPD is working with contractor, the IOR is on site and is trying to get work done before school starts. Contractor is still working on all areas of the campus. FPD, the college and the inspector are working to keep the contractor informed and on task. The project is on schedule, it is scheduled to be complete by March 2023.

ACTION: *None*

- iii. **Digital Library Building STEM Engagement Center:** This is a \$5,000,000 project locally funded from RCC General Funds. It will renovate the existing Digital Library to become a STEM Engagement Center. It is a priority 1 item in the FMP. DSA approval is expected in September/October 2022. The project is still under review by DSA, comments have been received, and Gensler was on site to verify more items for DSA to respond back to. DSA approval has not been received, hope to have it by early October 2022 and start construction after TSS is moved to the newly renovated Financial Services Building.

ACTION:

- *Receive DSA approval; receive priority list from the college*

- iv. **Makerspace at Digital Library:** This is not a DSA project, however, due to the critical nature of the project FPD is working to expedite and help the college move forward. The project is on schedule. It is under construction and the IOR is onsite. Some of the items have a long lead-time, the order is being placed as soon as possible and should be complete by mid October 2022. Construction is anticipated to be complete by the end of October 2022.

ACTION:

- *Provide furniture contract details to user group*

- v. **TSS Staff Relocation:** This is a DSA project. TSS staff are scheduled to move into the old Financial Services building. This project is a secondary effect of the Digital Library STEM Engagement Center. It is on the same 12 KV loop as the Printing Press project. It will have a modular outside of the Tech area. The key component is that occupants must be moved into TSS before any construction can start on the STEM Engagement Center project. FPD is researching the possibility of the project being funded with Scheduled Maintenance funds based on the design. Received DSA approval. The project and project budget was approved at the September 20 BOT. DSA approval was received. The next step is to coordinate with the college. If they are ready, a CM will be hired then the project can be bid.

ACTION: *None*

- vi. **Football Field and Running Track Replacement (Feasibility Studies):** The feasibility studies architect will provide scope of work, physical options for the project, DSA ADA requirements and design and estimated total cost of the project. Three options were presented to the college to review. The three options included the cost estimates to provide a good understanding of what the project will cost before moving forward. The goal is to have a project completion date of August 15, 2023. The architect has been selected and the project has moved into design with the user group. The project was approved at the September 20, 2022 BOT. If DSA approval can be received by the end of November, materials orders can be placed in late December and early January 2023 to meet the deadlines and open the fields by August 30, 2023. The committee selected LPA, they are working on the

drawings. Geo and supplemental Topo surveys are being completed to put the plan together to submit to DSA. A kick-off meeting with the user group occurred; the next step is to meet with the committee when the next set of plans are ready for review. The committee voted for AstroTurf with shock pads underneath.

ACTION:

- *This is a critical mission project to RCCD Tigers and it has been prioritized and moving concurrently with the design, procuring materials and prequalifying contractors.*

2. Moreno Valley College

- Student Services Renovation:** This is a DSA project and funded through Measure C. The Renovated Student Services Building will be available for the relocation of student services programs currently located in the temporary structures within the Parkside Complex, such as Human Services, Health Services, Food Bank, and Veterans Resource Center. The total ASF is 9,000. The project was submitted to DSA on May 25, 2022, it received partial comment only. Received DSA comments and responded back. DSA is asking for additional changes at the parking lot that was approved for the Welcome Center to comply with a new code. Approval is anticipated by the end of October 2022 then the project can move forward with the bidding process. The RFP to select a Construction Management firm is being finalized.

ACTION:

- *Conduct a final review of the budget after DSA approval is received*
- BCTC Education Building (Phase I):** The project is currently 99% complete and is on schedule. The furniture is in; move-in is scheduled for September 12, 2022. The IT equipment has been delivered. District IT installed their equipment on August 11, 2022. Change orders are being worked on to ensure the project stays on budget. Some issues with SCE have been resolved; HVAC went online at the end of September; furniture installation was completed August 30, 2022. Some small items are being completed and resolved. Receiving material orders on time continues to be an issue. Pay applications are being processed and the closeout on DSA 168 is nearly done. The building turnover occurred on September 12, 2022.

ACTION: *None*

3. Norco College:

- Early Childhood Center Project at Stokoe:** The project is moving forward, there is an agreement between the college and Alvord USD regarding the next steps. FPD is working with Dr. Collins and Dr. Fleming to keep the project going and to begin the design as soon as possible. A Site visit occurred on July 19, 2022 and included the District, Norco College, Westberg White Architect, RCOE and Alvord District stakeholders. A meeting to review the plans and go over the design occurred the second week of August 2022 to complete the programming and submit to DSA. The plans will be ready within 3 – 4 weeks and will be shared with the user groups. Programming is being reviewed with the user group, the next meeting is scheduled on October 21, 2022. The first draft was provided and was reviewed with the committee. The IT & AV team will meet next to review the hyperlinks and the requirements.

ACTION: *None*

- Center for Human Performance & Kinesiology Project:** The project is in the design phase (preliminary plans and programming). The project is over budget by \$13 million due to the state construction budget shortfall that did not address the ongoing inflation and utilizing outdated cost estimating models and other FUSION restrictions. FPD has contacted the DOF and the State Chancellor's office about the actual project cost. The project is still pending approval by the DOF. Preliminary plans were submitted to the state in late December 2021, approval to start developing the working drawings is still needed. DTSC results from the Dudek survey were received, questions regarding the survey were sent back to DTSC to receive their feedback and be implemented as the sole management plan. CEQA will be completed then mitigation measures will be received as suggested by Dudek for

the Tribes consultation. A last design meeting with the committee was conducted, the VE plans were provided to the Cabinet on March 21, 2022. The new budget includes the rest of the design, which is the WD phase, however we still have not received the authorization to move on with the working drawings. Waiting to receive feedback from the state regarding the release of the next round of funding so the working drawings can move forward and the project can proceed with the design and DSA approval. The architect stated that the drawings need to be submitted by December 2022 or the project will have to comply with the new 2023 building code, which has requirements that are more stringent and are more costly. The state has approved the Preliminary plan, the Working drawings have been approved and can proceed. The project is \$54M. The state took 9 months to give approval so DLR will not be able to complete and submit the working drawings before the 2023 building code is changed. The plan is to present the design to DSA by spring 2023. A comprehensive study is being conducted on the existing central plant.

ACTION:

- *Continue with DTSC work plan, complete CEQA and submit to DSA by January 2023.*

D. Scheduled Maintenance Projects Updates

1. **Moreno Valley College:**
 - i. **Review the SM Project Log and report DSA projects**
2. **Norco College:**
 - i. **Review the SM Project Log and report DSA projects**
3. **Riverside City College:**
 - i. **Review the SM Project Log and report DSA projects**

V. OTHERS

A. Integrated Waste Management

1. An RFP for Integrated Waste Management was drafted a few years ago. The goal is to consolidate the services districtwide. The benefit is the economies-of-scale and the recycle programs.

ACTION:

- *Askar will send a draft of the RFQ/P to the colleges after the District reviews. **No update***

B. District Strategic Planning Council (DSPC)

1. FPDC membership has been formed pending representatives from the CSEA.

ACTION:

- *No update*

C. Parking/Traffic Study, RCC, & Districtwide

1. **Riverside Downtown:** Survey results were discussed with multiple constituent groups. Combining the Fox and CAADO studies indicates occupancy is not going above 89%. The consultant provided four recommendations; installing digital

signage to show how many spaces are filled, especially at CAADO; changing the hours of some of the classes to later in the evening to free up spaces during the day.

2. **Norco College:** The College completed a traffic study of Third Street specifically in relation to the buildout of the VRC building. NC budgeted and are planning for the repair and replacement of Third Street to ensure pedestrian and vehicular safety is upheld. The repair and replacement may include the installation of speed bumps. The study will be reviewed and the college will work with the district on the scope and bid process.

ACTION:

- *No update*

D. Norco College Fuel Cell

1. NC is paying Doosan \$120,000 a year to maintain a Fuel Cell at the college and keep it running efficiently. The removal of the NC Fuel Cell is in the Solar Planning RFQ/P that is being issued. That cost of the removal can be a separate discussion. DLR has been tasked to provide an engineering study on the fuel cell and its negative impact to the college in alignment with the District Sustainability and Climate Action Plan. The Fuel Cell is being included in the District Solar procurement. It is believed that the system is probably at the end of its life span and the recommendation by the team will be to remove it.

ACTION:

- *Discuss the removal of the fuel cell and the negative impact it has had on the college. No update*

E. Facilities Use Fees

1. Discussion has included information or history related to Facilities Use/Rental Fees, and whether these rates are at a credible market rate in light of board policy.

ACTION:

- *The colleges will discuss fee structures. No update*

F. Projects Groundbreaking & Grand Opening Ceremonies

1. Agah provided updates on upcoming groundbreaking & grand opening ceremonies.
 - i. BCTC Education Building (Phase 1) Grand Opening Ceremony: October 7, 2022

ACTION: *None*

VI. NEW ITEM(S)

A. Gender Neutral All-Inclusive Restrooms and Bathrooms for the On-Campus Student Housing

1. Agah provided a presentation and overview of the Gender Inclusive Restrooms for the district student housing. During planning meetings the architect proposed gender neutral all-inclusive restrooms with individual stalls and shared sink areas. The code requires only a certain percentage to be gender neutral. Agah asked the architect to provide a list of community colleges and higher education student housing facilities that implemented gender neutral restrooms and discuss the topic with their residence directors for feedback.

Comments/Questions/Concerns:

- i. Beebe voiced concerns regarding the District potentially being exposed to liability resulting from harassment/sexual harassment claims.

- ii. Mendez inquired if it was discussed to have each floor designated as gender neutral, then the other floors as single genders.
 - a. Agah stated it is feasible, and would be within the code. He will bring the idea to the architect's attention. The three college student presidents will be conducting a survey for student feedback on this topic.

B. District IT Announcements

1. Ma shared information regarding the new IT Project Manager that was hired.
2. Ma stated the state of the security cameras in the district are in disrepair, some have no access if a camera is broken, and no one is taking ownership of the cameras. RCC is looking at the discovery phase for a solution to replace all of their cameras and a newer system. Potentially MVC and NC can use the same solution.

C. Gifting Public Funds

1. Beebe stated that there is no charge for the electricity at the EV Charging stations. Every time a car uses the charging stations, they are receiving free electricity, which is "Gifting Public Funds". Beebe stated this topic was brought up prior to his arrival in 2018 through shared governance and bargaining, but there has been no solution. Beebe stated this could be a financial problem if additional EV stations will be installed, and that the free electricity is becoming known.
2. Mohtasham stated that in 2018 a fee was proposed to cover the electricity and maintenance for the subscription fee for each charging station. The college was being charged approximately \$1.00/Hr. The information was provided to the VPBS and the faculty association and the union reviewed the information. The discussion was that staff would be allowed 30 minutes to charge then be charged \$10 or \$15 per hour to charge after that or move their vehicles. The union said that if staff try to move their vehicles after the 30 minutes and cannot find a new space they should not receive any directive from their managers for the lost time. It became a negotiation but did not go any further.
3. Beebe stated the college has heard that the community knows there is no fee to charge and would potentially start using the free EV stations, which could be a big problem.
4. Askar suggested discussing the price structure of charging to the staff before discussing the Gifting Public Funds topic.
5. Agah stated that FPD will research and propose a policy to be reviewed.

End of Meeting Minutes-

Facilities Planning & Development Projects Status Update Report

October 27, 2022

Updated by: Bart Doering
Mehran Mohtasham
Janna Accomando
Myra Nava

MVC Student Services Renovation

Project Description: The Renovated Student Services Building will be available for the relocation of student services programs currently located in the temporary structures within the Parkside Complex, such as Human Services, Health Services, Food Bank, and Veterans Resource Center. The total ASF is 9,000.

Project Manager:	Mehran Mohtasham	Fund Allocation:	Measure C: \$5,500,000 Scheduled Maint.: \$200,000 MVC GF: \$1,000,000
Architect & DSA:	19Six / DSA	Project Phase:	DSA Review
Duration:	Occupancy August 2023	Delivery Method:	GC / CM Agency

Project Status In December 2021, the college approved adding the STU 101 (lecture hall, 2,888 sq. feet) on the first floor to be added to the project scope of work to be renovated for the Food Bank and Clothing Closet. 19Six architect postponed the DSA submission by 8 weeks and worked with the user group to design the new space. Site walk was completed on January 21, 2022. The added scope added \$1.5M to the overall project cost. The user groups approved the new design/space programs for the added scope. The Architect is working on construction drawings. Received first round of VE items, up to \$300K, the architect and the CM are working on additional VE items as well as completing the first floor 50% CD plans for the added scope. The final VE items will be reviewed during the week of April 25, 2022. Received DSA approval on 10/4/2022. Next Step: Send RFP out to select a CM for the project construction phase, RFP will be sent out first week of November.

Issues: VP Sweeten and VP Askar proposed to add the lecture room to be included on the first floor and reconfigured for DSS programs. Awaiting Budget approval from the college (\$1M). This could delay submitting to DSA and to start the construction on time.



MVC Student Engagement Center Projects

Project Description: This project will remodel/convert spaces in the SAS 224, HUM 234 and SCI 100A & 101F into 3 engagement centers for the MVC students based on the program needs.

Project Manager:	Mehran Mohtasham	Fund Allocation:	College Fund: \$350,000
Architect & DSA:	HGA Architects / Not DSA	Project Phase:	Bidding Phase
Duration:	3 months	Delivery Method:	D-B-B

Project Status: HGA Architect provided 90% CD plans. Based on their recommendation, this project does not need DSA review. The committee reviewed the final plans and had a page turn with the MVC Facilities/IT team in February 2022. Received 100% CD plans and provided comments to HGA to revise and resend by April 20, 2022. Next Step: Bid out the project and finalize the furniture selection. The College Leadership Team reviewed the documents and advised to remove the SAS 224 from the bid package as there is available space in the New Welcome Center that can be utilized for the same purpose of the engagement center. This action will allow the college to keep the existing classroom in the SAS building. HGA sent the revised plans, they have been routed to IT and then purchasing for bidding. Expected start date of renovation is mid-October 2022. Due to the change in the design per college feedback,

project is on hold to determine the changes. In-person meeting with the architect and the committee scheduled on 10/27/2022 to go over the changes and new timeline.

Issues: Based on the last meeting, the office in the makerspace cannot be modified for the STEM engagement center, therefore the college is coordinating an in-person meeting to find a solution, we may need to go to DSA depending on the changes the college requests.

MVC BCTC Education Center Building (Phase I)

Project Description: The Education Building Ph.1 facility is designed to provide an educational training facility including Administration of Justice, EMT, Fire Technology, and Homeland Security programs in a new classroom, lab, office, and other student and faculty support spaces.

Project Manager:	Bart Doering	Fund Allocation:	Measure C: \$13,000,000
Architect & DSA:	SVA Architects, DSA	Project Phase:	Construction (99%)
Duration:	14 months	Delivery Method:	CM Multi-Prime, CW Driver

Project Status: Mechanical Engineer is working with Samsung to fix issues with the HVAC system, it is not switching from cooling/heating mode to automatic. Police Pay Station has been installed along with Emergency phones. Contractors are working on punch list items and finishing the remaining change order work. CM is preparing the final closeout documents.

Issues: Delay in start of construction from September 1, 2021 to September 15, 2021 due to CEQA requirement on monitoring burrowing owl prior to the start of construction. The concrete Masonry Unit (CMU) contractor has notified C.W. Driver that they will not be able to complete their work in the contract timeframe. C.W. Driver issued notice to the contractor for a recovery schedule and worked with the contractor to extend the duration to two weeks. WMWD added costs for inspections causing usage cost to come in higher than expected. There is a delay in electrical switch gear arrival. CM is looking at alternates for temporary power until switch gear can arrive.



MVC Organic Chemistry Lab

Project Description: This project is designed to address the loss of students at MVC due to the absence of organic chemistry labs; students take these classes at other CCDs and do not return to MVC.

Project Manager:	Mehran M.	Fund Allocation:	TBD
Architect & DSA:	TBD	Project Phase:	Initial Project Placement
Duration:	TBD	Delivery Method:	TBD

Project Status: FPD developed a schematic design, the building size is based on the college's academic requirements of 34 students. FPD placed the building on the campus site plan per the college, identified areas and discussed pros and cons for each location with the college. FPD to develop a rough order of magnitude (soft and hard cost) and a schedule milestone after receiving all of the college's requirements. The District needs to hire an architect to begin the design studies. Project is on hold until a funding source is allocated.

MVC College Park Project

Project Description: Complete agreement with the City of Moreno Valley Park Access Requirements.

Project Manager:	Bart Doering	Fund Allocation:	TBD
Architect & DSA:	Pending	Project Phase:	TBD
Duration:	TBD	Delivery Method:	General Contractor

Project Status: Facilities Planning and Development Department (FPD) is working with the City of Moreno Valley on the original agreement that required public access to the 5 acres of park that was given to the Riverside Community College District. Installation of playground equipment was agreed to be installed along with additional parking for the public. FPD has hired an architect to do a feasibility study to see how much it would cost to finish installing the two additional soccer fields, sidewalks, and lights to complete this agreement.

Issues: Original agreement wasn't clear on responsibility, or costs.

Norco Early Childhood Center Project at Stokoe

Project Description: In partnership with Alvord USD, the Innovation Learning Center (ILC) was initially developed to prepare future teachers and child development professionals by providing an integrated model for child development and teacher education. Transfer of the leadership/operation of the Center to Norco College would ensure the fulfillment of the Center's purpose as a learning laboratory for ECE courses and programs, as well as expanding service to the community via a Tier 5 preschool offering.

Project Manager:	Mehran Mohtasham	Fund Allocation:	\$5,000,000 RCCD/NC State Grant Allocation
Architect & DSA:	WW Architects, DSA	Project Phase:	Design Phase
Duration:	To be open Fall 2023	Delivery Method:	D-B-B (GC)

Project Status: Programming is in progress. On October 21, 2022, WWA will provide revised plan of building B (offices, lounge area, conference room) as well as Building E plan with furniture and technology support for the committee to review and provide feedback. The wayfinding will be included in the phase I construction. Building D and F will be in the construction phase II. Topo survey has been completed and WWA will provide updates on the playground area on 10/27/2022.

Issues: None

Norco Center for Human Performance & Kinesiology

Project Description: The Norco College has been in existence since 1993 and over the past 20 years the campus has not been able to provide a comprehensive Physical Education Program because of a lack of space. This project constructs a 55,081 gsf/ 39,282 asf Center for Human Performance and Kinesiology at the Norco College campus. The building spaces include 1,500 asf of lab for Kinesiology, 1,140 asf of office, 33,710 asf in Physical Education spaces and 2,932 asf in other space. The project scope includes all code required site development and utilities for the building. The new Center for Human Performance and Kinesiology Building will replace the 5,020 gsf #13 CTR Applied & Comp Tech building, the 3,360 gsf #14 Multipurpose W1 & W2 building, and the 1,920 gsf #24 West End Quad W8 Building.

Project Manager:	Mehran Mohtasham	Fund Allocation:	100% State Fund \$33,298,000
Architect & DSA:	DLR Group/DSA	Project Phase:	Design Phase
Duration:	Completion by August 2025	Delivery Method:	D-B-B

Project Status: Received approval on Prelim Plans and move on Working Drawings from DOF. DLR will resume the design and is scheduled to submit to DSA in April 2023. Received 3 proposals for the central plant feasibility, the committee will review and select a firm to conduct the survey.

Issues: NC is under a Land Use Covenant with DTSC which was recorded in 2016 due to the prior military activities and the lack of comprehensive investigations necessary to evaluate potential impacts at the site. The Land Use Covenant sets forth the deed restrictions for the site and the general steps for obtaining permission from the DTSC prior to proceeding with projects and requires an approval from DTSC. Based on the DLR/HLCM total project cost estimate, the project is over budget by \$19M. FPD conducted a call with the State Chancellor’s Office on December 6, 2021 and submitted Preliminary Plans to release working drawings along with a memo letter to request a budget shortfall from the State on December 27, 2021. Dudek responded to the DTSC comments and will revise the report by the end of June 2022. Tribe consultation continues as one of the tribes responded to the draft MND. Response from the State/DOF on budget approval for working drawing phase is pending.



RCC Life Science / Physical Science Reconstruction (CIS + Business)

Project Description: This project’s purpose is to reconstruct the connected Life Science and Physical Science buildings at Riverside City College into an Interdisciplinary complex that can accommodate program growth in many different disciplines to a Business + CIS Building. The entire Business program will be relocated and the Business Education building will be demolished and is not part of this project. This project is an approved FPP by the State Chancellor’s Office for 2020/2021 funding.

Project Manager:	Bart Doering	Fund Allocation:	State: \$28,977,000 Measure C: \$6,100,563 RCC GF: \$3,059,437
Architect & DSA:	19.6 Architects / DSA	Project Phase:	GC Contract Phase 1%
Duration:	16 months (overall)	Delivery Method:	D-B-B

Project Status: Contractor Soltek Pacific has mobilized and is working on finalizing their agreements with all of their sub-contractors, then will start working on data relocation and abatement. Fencing has been installed around both buildings.

Issues: The project requires mandatory structural seismic upgrades due to California Administrative Code that required additional budget which was not included in the original FPP total project cost. The college has been appraised. FPD has informed the State Chancellor Office about the structural issue, and after submitting official request for additional funds to the state, received a verbal confirmation in January 2021 that the State will provide 76.24% of the requested amount and the rest shall be provide by local funds. The CEQA report noted the mural as a historical item in the building which is located on the exterior south wall of the Life Science building. The cost estimate based on 100% CD plans was over by \$377K and the CM and 19Six provided VE items. The college approved some of the items and after applying the savings, the project is over budget by \$190K. Received DSA comments on October 21, 2021, 19Six team is working to respond to the comments. DSA final approval is estimated to be received by the end of January 2022.



RCC Football Field and Track Replacement

Project Description: The College conducted an assessment on the football field turf & track and the result came not in favor. Due to the safety of the students and the lifetime of the field & track, the college decided to replace the turf and the running track. The feasibility study will provide a guideline on the DSA requirement items and an estimated total project cost in order for the college to get the funding.

Project Manager:	Mehran Mohtasham	Fund Allocation:	RCC GF: \$7,079,325 Measure C: \$620,675
Architect & DSA:	LPA / DSA	Project Phase:	Design Phase
Duration:	12 Months	Delivery Method:	D-B-B

Project Status During the kick-off meeting with LPA on August 26, 2022 the committee voted for Astro-Turf for the football field and Mondo for the track. Design is in progress. Geo tech survey has been completed, the survey results were received on 10/14/2022. Finalizing topo survey for the project. LPA will provide a date to meet with the committee in November 2022.

Issues: There is no budget for this project and the college needs an estimated total project cost in order to see if it is feasible to move forward with this project.



RCC Throwing Sports Project

Project Description: The Project is the design phase to develop a new Track and Field venue located at the existing Baseball / Softball complex at Riverside City College Campus. Included in the proposed development may include Javelin runway and throwing sector, shot put pad and ring, discus/hammer pad, and cage and throwing sector.

Project Manager:	Robert Beebe	Fund Allocation:	Scheduled Maintenance: \$2,000,000
Architect & DSA:	LPA / DSA	Project Phase:	Planning
Duration:	1 Year	Delivery Method:	D-B-B

Project Status: The college obtained the approval for the project and project budget at the BOT on September 20, 2022. After September 15, 2022 LPA will continue working on the CD plans and submit to DSA. The 2022/23 Scheduled Maintenance fund is allocated to be used for this project. Estimated project cost: \$2M. LPA will continue working on CD drawing in order to submit to DSA in April 2023.

Issues: The recent estimate is \$2M.



RCC Digital Library STEM Engagement Center Project

Project Description: The existing Math and Science Building does not currently have space for STEM students to meet and engage. The new Digital Library STEM Engagement Center will provide interactive student space that is part of the college's guided pathway goals. The RCC Facilities Master Plan, approved by the Board of Trustees in 2018, identified the relocation of the Technology Support Services to the new location. This will free up space to create a new STEM Engagement Center in a visible location adjacent to the existing Math & Science Building.

Project Manager:	Mehran Mohtasham	Fund Allocation:	General Fund \$5,000,000
Architect & DSA:	Gensler / DSA	Project Phase:	Design Phase
Duration:	Completion by Oct 2023	Delivery Method:	General Contract – D.B.B

Project Status: The Chancellor and Dr. Anderson supported the removal of the KRSS/Media Distribution space from the DL lower level to provide more space for STEM engagement center. Gensler provided renderings and 3D floor plans on December 3, 2021 to the user group and received good comments. Meetings with the user group will continue in January and February 2022 to go over AV/IT and FF&E items. Gensler provided a project cost estimate, the project was over by \$450K. After reviewing VE items, the project estimated cost is within the budget at this time. Gensler submitted the DD plans to DSA for review on April 4, 2022. DSA provided comments, Gensler will prepare a response by the end of July 2022. Expected to received DSA approval in November 2022. Old Financial Services has to be remodeled for TSS relocation first before we can start construction at Digital Library for Stem Engagement Center.

Issues: The college is working with the District to eliminate KRCC program from the DL lower level, which can provide additional space for the STEM Engagement Center.

RCC Old Financial Services Renovation for TSS

Project Description: In order to relocate TSS team from lower level of DL, the college is in the process of renovating a portion of the old financial services space and purchase a new modular to be placed in the east side of the building.

Project Manager:	Robert Beebe	Fund Allocation:	General Fund: \$1,850,000
Architect & DSA:	SGH/DSA	Project Phase:	Bidding Phase
Duration:	12 Month	Delivery Method:	D-B-B

Project Status: Received DSA Approval on July 19, 2022. BOT approved the project budget on September 21, 2022. Next step: send RFP to select a CM and start the construction.

Issues: The original estimate by the college is \$600K-\$1M. The recent estimate by the CM CW Driver is \$1.8M.

District RCC Gomez Case Ph. IV

Project Description: This project is the completion (last phase) of the RCC Gomez case. These ADA barriers include-inaccessible pedestrian paths of travel from bus stops to buildings throughout the campus; inadequate restrooms clear floor space located throughout the campus; steep slopes and heavy doors; campus parking, improper signage, missing designated ADA accessible parking spaces; doors with inadequate strike side clearance and requiring excessive force to open.

Project Manager:	Bart Doering	Fund Allocation:	Scheduled Maintenance, Worker’s Comp, GL&P \$1.2M
Architect & DSA:	Westberg White & DSA	Project Phase:	Construction 26%
Duration:	9 months	Delivery Method:	General Contract

Issues: The contractor is still working on an accurate project schedule. The provided 3-week look-a-head schedule.

Project Status: The contractor continues to work on several areas on the campus. Landis auditorium they have been demoing the inside concrete and preparing to pour the new slab. Parking lot “E” asphalt has been ground and re-poured along with a new ADA sidewalk. Seal coat and striping are on hold pending the curing of the asphalt. The contractor has laid out the new ADA ramp next to the elevator near the ceramics building and is working on submittals for rebar.



RCC Makerspace Project at the Digital Library

Project Description: Remodel a portion of the Digital Library second floor, and convert it into the Makerspace for the RCC students to use. Currently, RCC does not have a makerspace program or a dedicated space.

Project Manager:	Mehran Mohtasham	Fund Allocation:	General and Grant Funds
Architect & DSA:	Westberg White / NA	Project Phase:	Construction Phase

Duration:	7 months	Delivery Method:	D-B-B
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Project Status: Construction began on July 22, 2022. Anticipated completion is end of October 2022 due to shortage of supplies. Furniture has been ordered, waiting to receive an ETA on the delivery.

Issues:

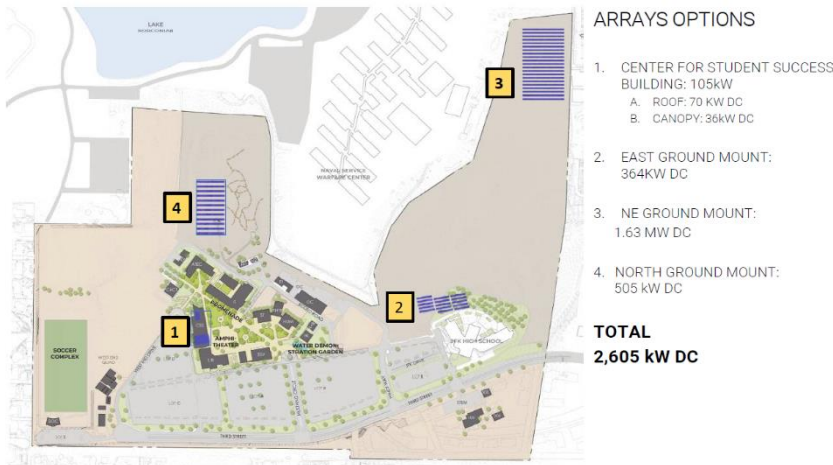
District Solar Planning Initiative

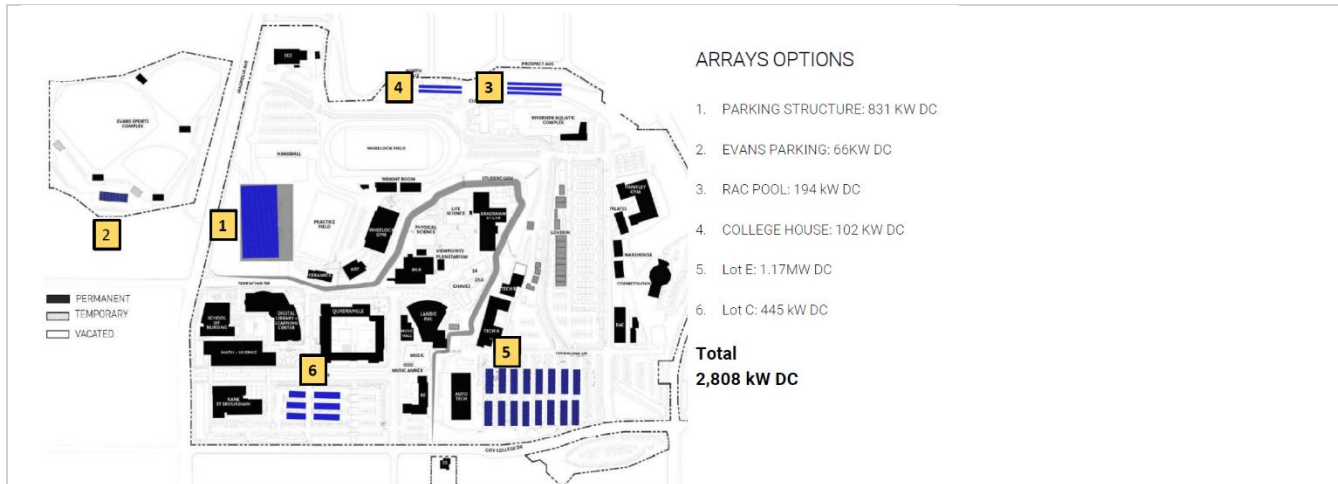
Project Description: The solar planning initiative is in alignment with the District board policy 5775, sustainability and environmental responsibility. The outcome will be a Districtwide Solar Plan (including battery storage) that aligns with the strategic planning objectives to achieve economic, social, and environmental sustainability.

Project Manager:	Hussain A / Mehran M / Bart D	Fund Allocation:	Loan/Finance Option
Architect & DSA:	DLR Group / DSA	Project Phase:	Feasibility and Planning
Duration:	TBD	Delivery Method:	D-B

Project Status: Negotiations with TotalEnergies continues. The firm is conducting several surveys, such as the electrical audit and soils testing, at the campuses to provide final pricing (ongoing survey until December 1, 2022).

Issues: Complete evaluation and finalize scoring; start contract negotiations.



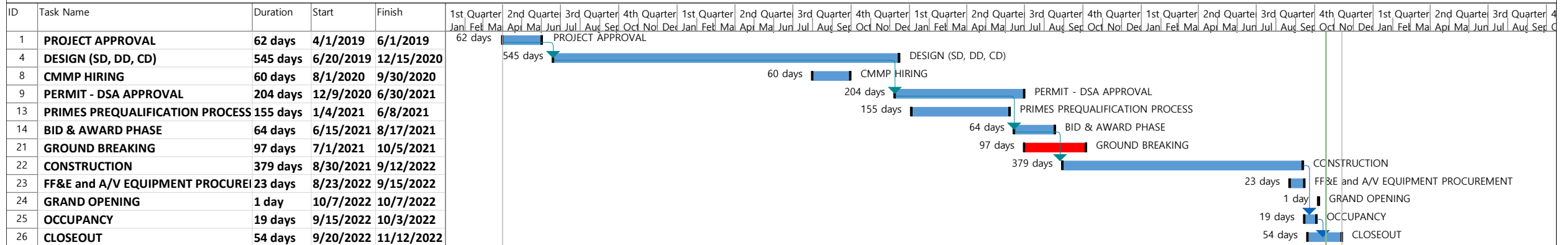


Notes:

- 1- **Project Manager:** Budget Manager & Construction Project Manager. The PM could be doing both. The responsible in-charge who manages the project on a daily basis including managing project consultants, contractors, college stakeholders, and state agencies.
- 2- **Division of the State Architect or “DSA”.** DSA is required, by the Field Act, to review construction for California public schools (grades K–12) and Community Colleges, and to verify that construction meets the requirements of the Title 24 Building Standards regulations. Some projects, however, do not require DSA review. Such exceptions are explained in DSA IR A-22. **Facilities Planning & Development is the Single Point of Contact with DSA Office.**
- 3- **Duration:** estimated construction duration for the project. See milestone schedule.
- 4- **Fund Allocation:** Measure C, Scheduled Maintenance Special Repairs “SMSR” or Block Grant, Federal or State Grants, Redevelopment Fund, Proposition 39, General Fund, etc.
- 5- **Project Phases:**
 - a. Planning and Programming (Pre-Design) and includes feasibility studies,
 - b. Design Phase (Schematic Design “SD”, Design Development “DD”, and Construction Documents “CD”)
 - c. Permit (DSA review and approval for plan-check and back-check, City, County, etc.)
 - d. Bid and Award Phase (low bid single GC, CM multi-prime, design/build, etc.)
 - e. Construction phase (notice to proceed “NTP” to Notice of Completion “NOC”)
 - f. Occupancy Phase (move-in)
 - g. Closeout Phase (project’s contracts closeout)

MORENO VALLEY COLLEGE - BEN CLARK TRAINING CENTER - EDUCATION CENTER BUILDING (PH. 1)

(MEASURE C - \$13,000,000)



Project: MVC - BCTC - EDUCATION CENTER BUILDING (PH.1)
Date: 10/19/2022

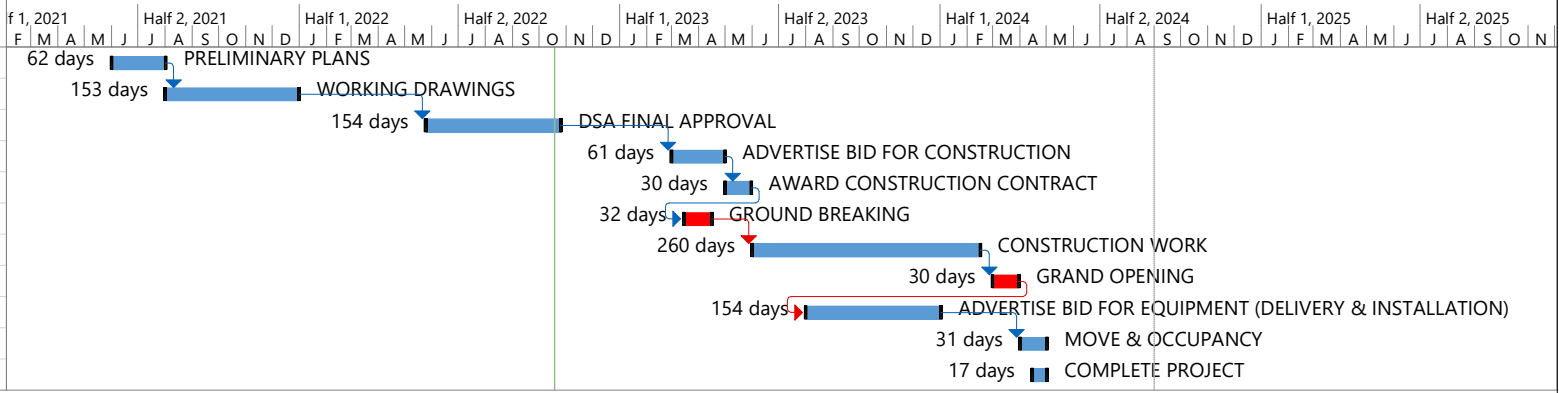


Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

Moreno Valley College - Student Services Renovation

(MEASURE C, LOCAL RESOURCES - \$5,000,000)

ID	Task Name	Duration	Start	Finish
1	PRELIMINARY PLANS	62 days	6/1/2021	8/1/2021
2	WORKING DRAWINGS	153 days	8/1/2021	12/31/2021
3	DSA FINAL APPROVAL	154 days	5/25/2022	10/25/2022
4	ADVERTISE BID FOR CONSTRUCTION	61 days	3/1/2023	4/30/2023
5	AWARD CONSTRUCTION CONTRACT	30 days	5/1/2023	5/30/2023
6	GROUND BREAKING	32 days	3/15/2023	4/15/2023
7	CONSTRUCTION WORK	260 days	6/1/2023	2/15/2024
8	GRAND OPENING	30 days	3/1/2024	3/30/2024
9	ADVERTISE BID FOR EQUIPMENT (DELIVERY & INSTALLATION)	154 days	8/1/2023	1/1/2024
10	MOVE & OCCUPANCY	31 days	4/1/2024	5/1/2024
12	COMPLETE PROJECT	17 days	4/15/2024	5/1/2024



Project: MVC - Student Services Renovation
Date: 10/19/2022




Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

NORCO COLLEGE - CENTER FOR HUMAN PERFORMANCE & KINESIOLOGY

(STATE CAPITAL OUTLAY AND LOCAL RESOURCES - \$33,298,000)

ID	Task Name	Duration	Start	Finish	2020		2021		2022		2023		2024		2025		2026		2027		2028		2029		2030		2031		2032			
					H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	
1	PRELIMINARY PLANS	125 days	8/8/2021	12/10/2021	125 days ■ PRELIMINARY PLANS																											
2	WORKING DRAWINGS	166 days	11/1/2022	4/15/2023	166 days ■ WORKING DRAWINGS																											
3	DSA FINAL APPROVAL	245 days	4/15/2023	12/15/2023	245 days ■ DSA FINAL APPROVAL																											
4	ADVERTISE BID FOR CONSTRUCTION	182 days	1/1/2024	6/30/2024	182 days ■ ADVERTISE BID FOR CONSTRUCTION																											
5	AWARD CONSTRUCTION CONTRACT	46 days	7/1/2024	8/15/2024	46 days ■ AWARD CONSTRUCTION CONTRACT																											
6	GROUND BREAKING	45 days	6/1/2024	7/15/2024	45 days ■ GROUND BREAKING																											
7	CONSTRUCTION WORK	592 days	9/1/2024	4/15/2026	592 days ■ CONSTRUCTION WORK																											
8	GRAND OPENING	46 days	3/1/2026	4/15/2026	46 days ■ GRAND OPENING																											
9	ADVERTISE BID FOR EQUIPMENT (DELIVERY & INSTALLATION)	396 days	3/1/2025	3/31/2026	396 days ■ ADVERTISE BID FOR EQUIPMENT (DELIVERY & INSTALLATION)																											
10	MOVE & OCCUPANCY	46 days	3/1/2026	4/15/2026	46 days ■ MOVE & OCCUPANCY																											
11	COMPLETE PROJECT	16 days	4/15/2026	4/30/2026	16 days ■ COMPLETE PROJECT																											

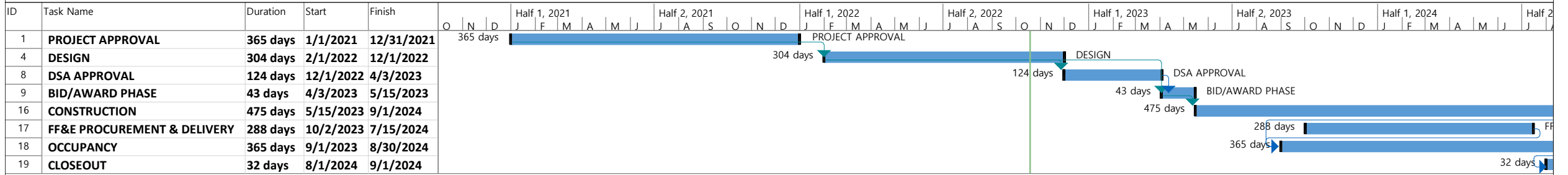
Project: NC - CHP+K
Date: 10/19/2022



Task		Inactive Task		Manual Summary Rollup		External Milestone	
Split		Inactive Milestone		Manual Summary		Deadline	
Milestone		Inactive Summary		Start-only		Progress	
Summary		Manual Task		Finish-only		Manual Progress	
Project Summary		Duration-only		External Tasks			

NORCO COLLEGE - EARLY CHILDHOOD EDUCATION CENTER AT STOKOE ELEMENTARY SCHOOL

(STATE GRANT - \$5,000,000)



Project: NC - Early Childhood Education Center at Stokoe
Date: 10/19/2022



Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

RIVERSIDE CITY COLLEGE - DIGITAL LIBRARY STEM ENGAGEMENT CENTER

(LOCAL RESOURCES - \$5,000,000)

ID	Task Name	Duration	Start	Finish	2020		2021		2022		2023		2024		2025		2026		2027
					Qtr 1	Qtr 3	Qtr 1	Qtr 3	Qtr 1	Qtr 3	Qtr 1	Qtr 3	Qtr 1	Qtr 3	Qtr 1	Qtr 3	Qtr 1	Qtr 3	Qtr 1
1	PRELIMINARY PLANS	106 days	9/1/2021	12/15/2021					106 days										
2	WORKING DRAWINGS	138 days	12/15/2021	5/1/2022					138 days										
3	DSA FINAL APPROVAL	181 days	4/4/2022	10/1/2022					181 days										
4	ADVERTISE BID FOR CONSTRUCTION	81 days	10/1/2023	12/20/2023									81 days						
5	AWARD CONSTRUCTION CONTRACT	30 days	1/1/2024	1/30/2024									30 days						
6	CONSTRUCTION WORK	275 days	2/1/2024	11/1/2024									275 days						
7	ADVERTISE BID FOR EQUIPMENT (DELIVERY & INSTALLATION)	153 days	11/1/2023	4/1/2024									153 days						
8	MOVE & OCCUPANCY	63 days	12/1/2024	2/1/2025															
9	COMPLETE PROJECT	29 days	2/1/2025	3/1/2025															

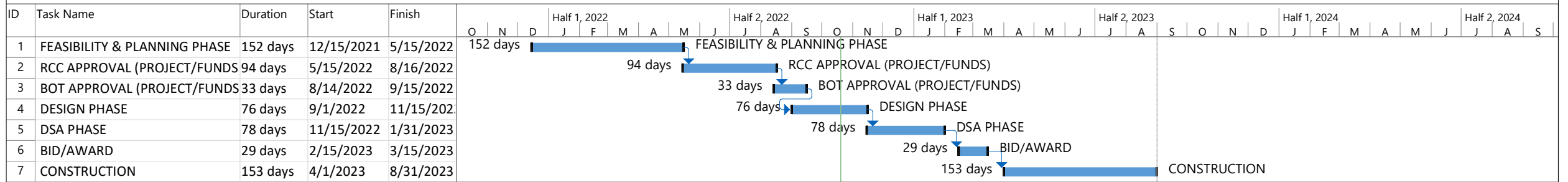
Project: RCC - STEM Engagement Center
Date: 10/19/2022




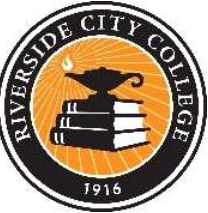

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

Riverside City College - Football Field and Running Track Replacement

FUNDING - TBD



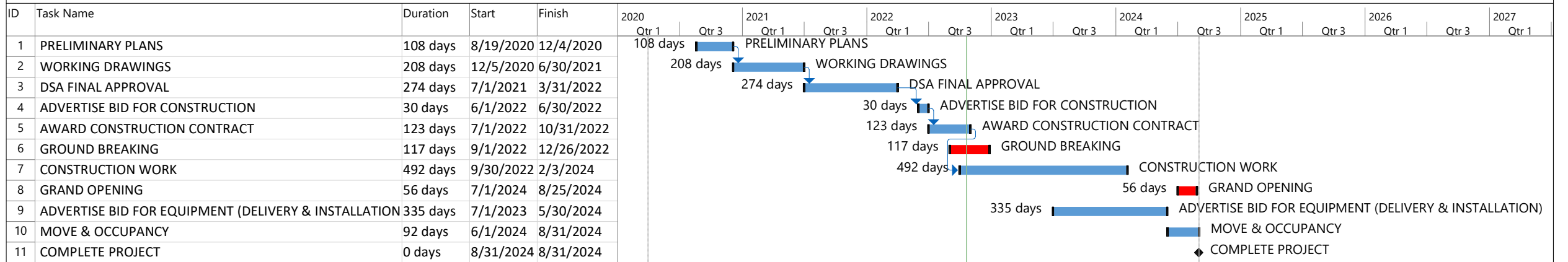
Project: RCC - Football Field and Running Track Replacement
Date: 10/20/2022

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

RIVERSIDE CITY COLLEGE - LIFE SCIENCE/PHYSICAL SCIENCE RECONSTRUCTION (FOR BUSINESS EDUCATION + COMPUTER INFORMATION SYSTEMS)

(STATE CAPITAL OUTLAY, MEASURE C, LOCAL RESOURCES - \$35,004,000)



Project: RCC - LS/PS Reconstruction for Business + CIS
Date: 10/20/2022



Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

RIVERSIDE CITY COLLEGE - THROWING SPORTS FIELD RENOVATION

(SCHEDULED MAINTENANCE 22-23FY - \$2,000,000)

ID	Task Name	Duration	Start	Finish
1	PRELIMINARY PLANS	285 days	3/1/2021	4/1/2022
2	WORKING DRAWINGS	79 days	10/15/2022	2/1/2023
3	DSA FINAL APPROVAL	109 days	2/1/2023	7/1/2023
4	ADVERTISE BID FOR CONSTRUCTION	54 days	9/1/2023	11/15/2023
5	AWARD CONSTRUCTION CONTRACT	34 days	11/15/2023	12/30/2023
6	CONSTRUCTION WORK	66 days	1/1/2024	4/1/2024
7	ADVERTISE BID FOR EQUIPMENT (DELIVERY & INSTALLATION)	66 days	12/1/2023	3/1/2024
8	MOVE & OCCUPANCY	11 days	4/1/2024	4/15/2024
9	COMPLETE PROJECT	12 days	4/15/2024	4/30/2024



Project: RCC - Throwing Sports Field Renovation
Date: 10/20/2022

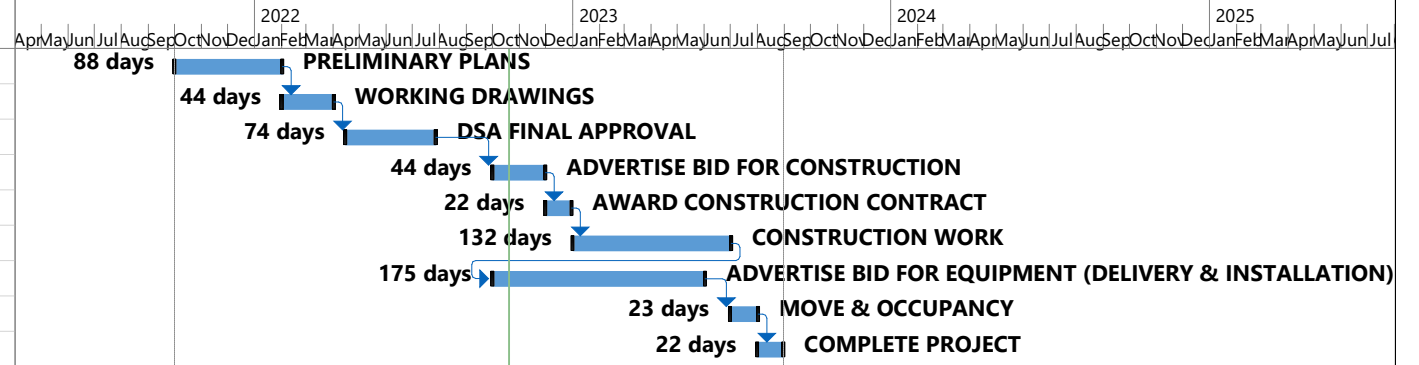


Task	Project Summary	Manual Task	Start-only	Deadline	↓
Split	Inactive Task	Duration-only	Finish-only	Progress	
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	
Summary	Inactive Summary	Manual Summary	External Milestone		

RIVERSIDE CITY COLLEGE - TSS DEPARTMENT RELOCATION

(FUNDING SOURCE - PROJECT COST)

ID	Task Name	Duration	Start	Finish
1	PRELIMINARY PLANS	88 days	10/1/2021	2/1/2022
2	WORKING DRAWINGS	44 days	2/1/2022	4/1/2022
3	DSA FINAL APPROVAL	74 days	4/15/2022	7/27/2022
4	ADVERTISE BID FOR CONSTRUCTION	44 days	10/1/2022	11/30/2022
5	AWARD CONSTRUCTION CONTRACT	22 days	12/1/2022	12/30/2022
6	CONSTRUCTION WORK	132 days	1/1/2023	7/1/2023
7	ADVERTISE BID FOR EQUIPMENT (DELIVERY & INSTALLATION)	175 days	10/1/2022	6/1/2023
8	MOVE & OCCUPANCY	23 days	7/1/2023	8/1/2023
9	COMPLETE PROJECT	22 days	8/1/2023	8/30/2023



Project: RCC - TSS Department Relocation
Date: 10/20/2022



Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

RIVERSIDE COMMUNITY COLLEGE DISTRICT - RCC ADA GOMEZ (PH. II)

(21-22 Scheduled Maintenance & Local Sources) - \$1,000,000

ID	Task Name	Duration	Start	Finish	2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter									
					Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
1	DESIGN (SD, DD, CD)	306 days	7/1/2020	5/2/2021	306 days																																				
2	PERMIT - DSA REVIEW/APPROVAL	215 days	5/2/2021	12/3/2021	215 days																																				
3	CM COST PROPOSAL FOR CONSTRUCTABILITY REVIEW	15 days	2/1/2022	2/15/2022	15 days																																				
4	IOR / SPECIAL INSPECTION COSTS	28 days	5/4/2022	5/31/2022	28 days																																				
5	BID/AWARD PHASE	69 days	5/4/2022	7/11/2022	69 days																																				
6	CONSTRUCTION	245 days	7/15/2022	3/16/2023	245 days																																				
7	CLOSEOUT	32 days	3/17/2023	4/17/2023	32 days																																				
8																																									

Project: RCCD - RCC ADA Gomez (Ph. II)
Date: 10/20/2022



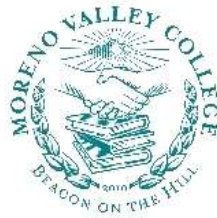
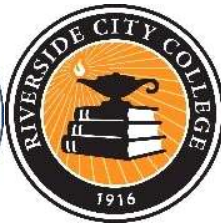

Task		Inactive Task		Manual Summary Rollup		External Milestone	
Split		Inactive Milestone		Manual Summary		Deadline	
Milestone		Inactive Summary		Start-only		Progress	
Summary		Manual Task		Finish-only		Manual Progress	
Project Summary		Duration-only		External Tasks			

RIVERSIDE COMMUNITY COLLEGE DISTRICT - SOLAR PLANNING INITIATIVE DISTRICTWIDE SOLAR PLAN

(MEASURE C - \$229,220)
budget is for consultant only

ID	Task Name	Duration	Start	Finish	Half 1, 2020												Half 2, 2020												Half 1, 2021												Half 2, 2021												Half 1, 2022												Half 2, 2022												Half 1, 2023												Half 2, 2023												Half
					J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	J	A	S	O	N	D	J																																									
1	PROJECT APPROVAL	72 days	1/6/2020	3/17/2020	PROJECT APPROVAL																																																																																																
2	FEASIBILITY & PLANNING PHASE	409 days	3/17/2020	4/30/2021	FEASIBILITY & PLANNING PHASE																																																																																																
3	DEVELOPMENT PHASE	123 days	5/1/2021	8/31/2021	DEVELOPMENT PHASE																																																																																																
4	EXECUTION PHASE	731 days	8/31/2021	8/31/2023	EXECUTION PHASE																																																																																																

Project: RCCD - Districtwide Solar Plan
Date: 10/20/2022



Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

Moreno Valley College

2021-22 SM Scheduled Maintenance Projects - Tracking Log

Updates as of:
10/21/2022

Project Name	Project Total	Capital Summary Form	DSA	Bid Dates	Construction Dates	EEM or ECM	Status/Notes
ECEC Flooring	\$ 87,822	Sent to Purchasing 1-18-22	No	2-21-22 to 3-01-22	7-15-22 to 8-1-22	No	Mike's Flooring NOC submitted 8/23
Fire Alarm Upgrades - install beam detectors	\$ 27,804	N/A	119402	N/A	Completed 2/2/22	No	Fire Alarm Upgrades C007159
Replace exhaust supply fans - Library, Sci & Tech Bldgs	\$ -	deleted	No	TBD	N/A	No	Project deleted, funds transferred
Replace playground equipment - ECEC	\$ 205,400	In Progress	Yes	TBD	Dec 22'	No	DSA Check has not been submitted
Replace Burglar alarm system - Humanities & SAS	\$ 87,600	Sent to Purchasing 3-3-22	No	3/30/2022	4-1-22 to 4-29-22	No	Submitted NOC 9/2/22
Replace Camera System - Warehouse	\$ 24,395	N/A	No	3/14/2022	4-1-22 to 4-29-22	No	95% completed
Repair Dry Rot & Flooring	\$ 10,700	In Progress	N/A	Completed	Completed	No	Project Completed 12/31/21 \$10,700
Replace Chillers - Mech. II	\$ 1,123,432	In Progress	No	TBD	TBD	No	Completed Walk 10/13 Bids due 10/31/22
Replace Fan Coils and Blowers - student services	\$ 200,000	Will Be processed with SS Renovation Project	No	Dec 22'			DSA notes ADA access
Remodel Faculty Offices - Humanities	\$ 192,460	Sent to Purchasing 3-3-22	No	4/5/2022	7/3/22 To 8/1/22	No	NOC submitted 8/15/22
Replace Lighting w/LEDs - Lion's Den	\$ 66,400	In progress	No	5/1/2022	6/1/22 to 6/10/22	Yes	Completed need to submit NOC
Library 3rd Floor Camera	\$ 30,128		No	6/22/2022	10/1/22 - 11/1/22	No	85% completed need approval from SM to connect
Remodel Study Rooms - Library	\$ 22,000		No	6/9/2022	8/06/22 -8/30/22	No	Completed
Replace A/C Units PSC-1 & Student Activities	\$ 22,000		No	9/31/22	12/1/22 -1/31/23	No	Issuing a PO# to Amp Mech
Replace flooring at Science and Tech	\$ 47,891		No	TBD	TBD	No	User groups meetings
Total	\$ 2,148,032						
Total 2021-22 SM Allocation	\$ 2,148,032						

Funds must be encumbered by: 6/30/2023
Funds must be expended by: 6/30/2023

Norco College

2021-22 SM Scheduled Maintenance Projects - Tracking Log

Project Name	Project Total	Capital Summary Form to FPD	DSA	Bid Dates	Construction Dates	EEM or ECM	Status/Notes
Elevators: ATECH, SSV & Theater	\$ 515,000	Submitted 10-6-21/ Sent to Purchaing 11/30/2021	Yes	Complete	1/3/22-9/9-22	No	Multiple material delivery delays. Anticipated start of project pushed to December.
3rd St & Access Road AC Repairs	\$ 447,500	Submitted 10-6-21	Yes	10/25/21-11/16/21	1/10/22-1/31/22	No	DSA review for: DSA has requested to tie the 3rd street project with a new DSA agenda for campus wide approved application numbers and cargo containers to this project. W+W has requested that they not be tied together still under reviewal.
Library footings: Water repair	\$ 40,000	Submitted 10-6-21	No	11/2/21-11/30/21	1/10/22-1/24/21	No	Completed
Emergency Lighting backup repairs	\$ 100,000	Submitted 10-6-21	No	11/2/21-11/30/21	1/10/22-1/24/22	No	Project awarded. Currently pending submittals and material ordering. Start of project anticipated 11/14/22.
Roof Repairs: STEM 200, 300 & WEQ W4, W5, W6, W8 & W9	\$ 418,978	Submitted 10-6-21 - Sent to Purchaing 11/12/2021	No	11/2/21-11/30/21	1/10/22-2/7/22	No	Completed
Irrigation Controller replacement	\$ 373,773	Submitted 10-6-21 - Sent to I.T. for review 2/10/22	No	3/21/22-4/26/22	6/13/22-7/29/22	Yes	Finalizing scope of work. Final meeting with manufacturer 10/26/22.
VRC Hillside landscape improvements	\$ 35,000	Submitted 10-6-21 - Sent to Purchaing 12/8/2021	No	3/21/22-4/26/22	6/13/22-7/13/22	No	Completed
Caulking and window seals: Lib & CSS	\$ 150,000	Submitted 10-6-21 - Sent to purchasing 2/9/2022	No	3/1/22-4/5/22	6/13/22-7/5/22	No	Project goes out for Rebid 1st Ad 10/17/2022, 2nd Ad 10/24/2022, Bids due 11/9/2022.
Fire alarm panel replacements	\$ 150,000	Submitted 10-6-21 - Sent to purchasing 11/12/2021	Yes	3/1/22-4/5/22	6/13/22-7/5/22	No	Scope of work being developed.
WEQ Concrete replacement	\$ 10,000	Submitted 10-6-21	No	3/7/22-4/12/22	6/13/22-6/27/22	No	Project completed.
Irrigation & Site plumbing isolation valve replacement	\$ 100,000	Hold for 22/23 FY	No			No	Proposals have been requested from contractors.
Total		\$ 2,340,251					
Total 2021-22 SM Allocation		\$ 2,340,251					

Funds must be encumbered by: 6/30/2023
 Funds must be expended by: 6/30/2023

Riverside City College

2021-22 Scheduled Maintenance Projects - Tracking Log

Project Name	Project Total	Capital Summary Form	DSA	Bid Dates	Construction Dates	EEM or ECM	Status/Notes
Replace Roofs - Tech A & Elevator Tower	\$ 180,000	Sent to Purchasing 2-9-22	N	4-4-22 to 4-13-22	6-13-22 to 7-13-22	No	Plans are complete. Bidding will be scheduled for early 2023
Replace Floor Tile & Expand Doorways - Bradshaw	\$ 650,000	Sent to Purchasing 1-25-22	N	4-4-22 to 4-13-22	6-13-22 to 8-19-22	No	DSA submittal date is November 7.
Upgrade Faraday System - ECS	\$ -	Sent to Purchasing 2-9-22	Y	4-25-22 to 5-5-22	6-13-22 to 7-13-22		Project canceled, funds transferred
Replace Chiller, Air Handlers, Boilers, and Controllers - Cosmetology Bldg	\$ 9,950	Fiseability Study in Progress	N				Project canceled, funds transferred
Replacement of Two 10-ton HVAC Units - Bradshaw (Hall of Fame)	\$ 125,000	Sent to Purchasing 2-9-22	Y	4-1-22 to 4-15-22	6-13-22 to 7-13-22	No	Notice to proceed has been issued. Vendor working to procure units.
Replace HVAC Controllers- MLK	\$ -	Sent to Purchasing 1-24-22	Y	4-1-22 to 4-15-22	6-13-22 to 8-19-22		Project canceled, funds transferred
Replace Boilers - Digital Library	\$ 182,000	Sent to Purchasing 1-25-22	N	2-15-22 to 3-15-22	6-13-22 to 8-12-22		NOA will be issued after BOT meeting on 10/18
Renovate Restrooms & Expand Doorways to ADA Compliant QUAD	\$ -	Sent to Purchasing 1-10-22	Y			No	Project canceled, funds transferred
Evans Complex Upgrades	\$ 350,000	Sent to Purchasing 1-10-22	Y			No	Submitted to DSA 8/22
Replace Roof - Facilities Bldg	\$ 140,000	Sent to Purchasing 2-9-22	Y			No	Drawings currently in design.
Paint Exterior of Facilities Bldgs	\$ 165,422		tbd			No	obtaining lead abatement quotes
Replace 6 HVAC Units - Tech A Bldg.	\$ -	Sent to Purchasing 1-25-22	N				Project deleted
Carpet Replacement - Digital Library	\$ 420,000	Sent to Purchasing 1-10-22	N			No	Notice to proceed has been issued. Vendor working to procure units.
Upgrade Faraday System - Cosmetology	\$ -	Sent to Purchasing 2-9-22	Y				Project canceled, funds transferred
Replace EST Fire Alarm System - Digital Library	\$ 520,000	Sent to Purchasing 1-25-22	Y			No	Received DSA verbal approval. Awaiting stamped drawings.
Re-Roof MLK	\$ 690,050	Sent to Purchasing 1-10-22	Y			No	Plans are complete. Bidding will be scheduled for early 2023
Modernize Elevator - Tech B	\$ 350,000	Sent to Purchasing 1-19-22	Y			No	Received DSA verbal approval. Awaiting stamped drawings.
Replace Boilers - Cosmetology	\$ -	-				No	Project canceled, funds transferred
Elevator Equipment Replacement at Elevator Tower #1 - Art (Phase II)	\$ 350,000	To be revised	y			No	Controller modernization and fire alarm installation is complete. Unit passed state inspection on 8/19/22. Contractor is scheduled to perform cab modernizations the week of 11/19/22.
Infrastructure Upgrade - Cutter Pool	\$ -	Project Canceled	-			-	Project canceled, funds transferred
12 KV Loop Improvement	\$ 150,000	Sent to Purchasing 9-13-22					Job Walk Scheduled for 11/3/22
Replace Chillers at MTSC and Nursning Chiller Plant (Ph.1)	\$ 1,705,000	Sent to Purchasing 10-5-22				Yes	RCCD Director of Capital Planning creating RFP for Architectural Services
Total	\$ 5,987,422						
Total 2021-22 SM Allocation	\$ 5,987,422						

District ADA Allocation	Project Total	Capital Summary Form	DSA	Bid Dates	Construction Dates	EEM or ECM	Status/Notes
ADA Repairs - Campus Wide (Gomez)	\$ 660,000						
Total	\$ 660,000						

Funds must be encumbered by: 6/30/2023
 Funds must be expended by: 6/30/2023

Riverside City College

2018-19 Scheduled Maintenance Open Projects - Status

Project Name	Project Total	Capital Summary Form	DSA Required	Bid Dates	Construction Dates	EEM or ECM	Status/Notes
RCC - Replacement of Automatic Doors - MLK	\$ 41,219	<i>Received August 2021</i>	N	1/18/2022	6-13-22 to 7-13-22	No	Project awarded to contractor. Parts will take approximately 14 weeks
Total \$		41,219					

2018-19 SM Funds must be encumbered by:	6/30/2022	Extension granted to expend funds by end of year
2018-19 SM Funds must be expended by:	6/30/2022	

Moreno Valley College

2017-18 SM Scheduled Maintenance Open Projects - Status

Project Name	Project Total	Capital Summary Form	DSA	Bid Dates	Construction Dates	EEM or ECM	Status/Notes
Humanities 109 - Seat Repair & Carpet Replacement	\$ 16,000			2-21-22 to 3-01-22	7-15-22 to 8-1-22	No	Project completed and \$173.00 left to spend. Met with MVC and they will use project savings to open a new project that is currently open for FY21-22 and apply remaining funds here.
Replace Playground Equipment & Padded Flooring - ECEC	\$ 173					No	50% CD

All other projects for MVC 2018-19 have been completed and expended

2018-19 SM Funds must be expended by:	6/30/2021	Extension granted to expend funds ASAP
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Board of Trustees Regular Meeting (VI.P)

Meeting	October 18, 2022
Agenda Item	Grants, Contracts and Agreements (VI.P)
Subject	Grants, Contracts and Agreements Environmental Services Agreement with Dudek for the Districtwide SB 169 Affordable Student Housing Projects at Moreno Valley College, Norco College and Riverside City College
College/District	District
Funding	SB 169 Planning Grant for Moreno Valley College, Norco College and Riverside City College
Recommended Action	Recommend approving an Environmental Services Agreement with Dudek for the Districtwide SB 169 Affordable Student Housing Projects at Moreno Valley College, Norco College and Riverside City College in the not to exceed amount of \$310,520.

Background Narrative:

The District issued a Request for Qualification and Proposals (RFQ/P) on August 18, 2022 through a public newspaper advertisement to solicit statements of qualifications and fee proposals for environmental firms to provide a comprehensive environmental services including: 1) California Environmental Quality Act (CEQA) Initial Studies (IS) and Mitigated Negative Declaration (MND) for Moreno Valley College, Norco College and Riverside City College, and; 2) Department of Toxic and Substances Control (DTSC) services for the Norco College, for the Districtwide SB 169 Affordable Student Housing Projects at Moreno Valley College, Norco College and Riverside City College. The RFQ/P included a pre-established scoring matrix to evaluate the firm's qualifications, experience, project approach, and methodology. The RF/P process was conducted in three steps: 1) statement of qualifications review; 2) firm interviews and; 3) fee proposal evaluation and negotiation.

The District received five (5) RFQ/P responses. The committee members, consisting of District office, Moreno Valley College, Norco College, Riverside City College, and The Scion Group personnel reviewed and scored each proposal independently in accordance with the RFQ/P requirements and selected the top two (2) architectural firms for interviews. The highest scoring firms were selected to negotiate the best and final fee proposal.

Based on evaluation of the proposals, qualifications, experience, negotiated price and demonstrated competence, the committee recommends Dudek to provide a comprehensive environmental services for the Districtwide SB 169 Affordable Student Housing Projects at Moreno Valley College, Norco College and Riverside City College in the not to exceed amount of \$310,520. The term of the agreement is from October 3, 2022 to December 30, 2023.

Prepared By: Aaron S. Brown, Vice Chancellor, Business & Financial Services
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development
Mehran Mohtasham, Director of Capital Planning
Ron Kirkpatrick, Director of Facilities, Moreno Valley College
Travonne Bell, Director of Facilities, Norco College
Krystin Mendez, Assistant Director of Facilities, Riverside City College

CONSULTANT SERVICES AGREEMENT

This AGREEMENT is made and entered into this 18th day of October in the year 2022 by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “DISTRICT,” and **Dudek**, hereinafter referred to as “CONSULTANT.” This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the CONSULTANT are sometimes referred to herein individually as a “PARTY” and collectively as the “PARTIES.” This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain specialized California Environmental Quality Act (CEQA) environmental consultant services for the **Districtwide SB 169 Affordable Student Housing Project at Moreno Valley College, Norco College and Riverside City College**, RFQ/P #05-22/23-6, hereinafter collectively referred to as the “PROJECT”; and

WHEREAS, CONSULTANT is fully licensed to provide these specialized California Environmental Quality Act (CEQA) environmental consultant services in conformity with the laws of the State of California;

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I **SCOPE AND SERVICES AND RESPONSIBILITIES**

1. Services to be Provided by the CONSULTANT. The CONSULTANT shall provide to the DISTRICT on the terms set forth herein all the services articulated in the CONSULTANT’s proposal which is attached hereto and incorporated herein as **EXHIBIT “A”** (the “CONSULTANT’s WORK PLAN”).
2. Classification: To the extent it is determined under applicable law that CONSULTANT fails to meet the statutory prerequisites for classification as a professional expert operating under a personal services agreement, CONSULTANT resigns any and all rights and privileges derived from this AGREEMENT and any resulting relationship, which resignation is deemed accepted under such circumstances by the DISTRICT.
3. Contract Term. The effective period of this AGREEMENT is to be **October 18, 2022 through December 30, 2023.**
4. CONSULTANT’s Certifications, Representations and Warranties. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT’s engagement hereunder:
 - a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.
 - b. CONSULTANT, in providing the services and in otherwise carrying out its

obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws.

c. The CONSULTANT will perform its services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The CONSULTANT will furnish, at its expense, those services that are set forth in this AGREEMENT and **EXHIBIT "A"** and represents that the services set forth in said EXHIBIT are within the technical and professional areas of expertise of the CONSULTANT or any subconsultant the CONSULTANT has engaged or will engage to perform the service(s). The DISTRICT shall request in writing if the DISTRICT desires the CONSULTANT to provide services in addition to, or different from, the services described in **EXHIBIT "A"**. The CONSULTANT shall advise the DISTRICT in writing of any services that, in the CONSULTANT's opinion, lie outside of the technical and professional expertise of the CONSULTANT.

5. CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. Services under this AGREEMENT shall be performed only by competent personnel under this supervision of and/or in the employment of the CONSULTANT. CONSULTANT shall conform to DISTRICT's reasonable requests regarding assignment of personnel. All personnel, including those assigned at DISTRICT's request, shall be supervised by CONSULTANT.
6. CONSULTANT shall not change any of the key personnel without prior written approval by the DISTRICT, unless said personnel cease to be employed by CONSULTANT. In either case, DISTRICT shall be allowed to interview and approve replacement personnel. CONSULTANT agrees that reassignment of any of the listed personnel during the AGREEMENT period shall only be with other professional personnel who have equivalent experience and shall require prior consultation and written approval by the DISTRICT. Any costs associated with reassignment of personnel shall be borne exclusively by CONSULTANT and CONSULTANT shall not charge the DISTRICT for the cost of training or "bringing up to speed" replacement personnel. If any designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT shall immediately remove that person from the PROJECT and provide a temporary replacement. CONSULTANT shall within ten (10) work days, provide a permanent replacement person acceptable to the DISTRICT. DISTRICT may condition its approval of replacement personnel upon a reasonable transition period wherein new personnel will learn the PROJECT and get "up to speed" at CONSULTANT's cost.
7. CONSULTANT represents that the CONSULTANT has no existing interest and will not acquire any interest, direct or indirect, which would create a conflict of interest in violation of any applicable laws, and that no person having any such interest shall be employed by CONSULTANT.

ARTICLE II

COMPENSATION TO THE CONSULTANT

1. The DISTRICT shall compensate the CONSULTANT as follows:
 - a. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in **EXHIBIT "A"** for the services performed pursuant to this AGREEMENT. In no event shall the total payment to CONSULTANT exceed **THREE**

HUNDRED TEN THOUSAND FIVE HUNDRED TWENTY (\$310,520) for performing the services required by this AGREEMENT and **EXHIBIT “A”**.

b. CONSULTANT shall invoice costs monthly, or another periodic basis approved by the DISTRICT, for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation as determined by the DISTRICT.

c. Except as expressly provided herein, CONSULTANT agrees that no other compensation, fringe benefits, or other remuneration is due to CONSULTANT by the DISTRICT for services rendered under this AGREEMENT. CONSULTANT shall not apply for or receive statutory benefits available to employees of the DISTRICT because CONSULTANT is not an employee of the DISTRICT; rather, CONSULTANT is operating under a personal services agreement pursuant to Education Code section 88003.1(b)(2) and has only the rights defined by this AGREEMENT.

2. The CONSULTANT shall submit one (1) invoice monthly to the DISTRICT for the fees incurred during the billing period and reimbursable expenses (if any). Invoices for fees must reflect the date of the service, identify the individual performing the service, state the hours worked and rate charged, and describe the service performed. Invoices requesting reimbursement for reimbursable expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices) including a copy of the DISTRICT's authorization notice for invoiced item(s). Invoices requesting payment for overtime must reflect straight time and overtime hours being charged, and must include a copy of the DISTRICT's written authorization to incur additional overtime expense. No payments will be made by the DISTRICT to the CONSULTANT for monthly invoices requesting reimbursable expenses or overtime absent the prior written authorization of the DISTRICT. The DISTRICT shall make payment to the CONSULTANT of the approved invoiced amount within forty-five (45) days of the DISTRICT's receipt of the approved invoice.
3. The DISTRICT may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the DISTRICT from loss, including costs and attorneys' fees, on account of: (1) defective or deficient work product not remedied; (2) failure of the CONSULTANT to make payments properly to its employees or subconsultants; or (3) failure of CONSULTANT to perform its services in a timely manner so as to conform to the PROJECT schedule or other time constraints.

ARTICLE III **REIMBURSABLE EXPENSES**

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

- a. Approved reproduction of reports and/or other documents otherwise not covered in this AGREEMENT and approved in advance by DISTRICT.
- b. Fees advanced for securing approval of authorities in connection with the services rendered pursuant to this AGREEMENT.

- c. Express shipping, overnight mail, messenger, courier, or delivery services approved in advance by the DISTRICT.
 - d. Mileage at IRS Rate if site exceeds more than 25 miles from the DISTRICT.
 - e. Out of town travel approved in advance by DISTRICT.
2. Reimbursable expenses are estimated to be **Zero DOLLARS (\$0)**, and this amount shall not be exceeded without the prior written approval of the DISTRICT.

ARTICLE IV **TERMINATION**

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

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

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article IV, Paragraph 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon twenty (20) days written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT.

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

the PROJECT has been completed, and not before. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration. The DISTRICT agrees to pay the CONSULTANT the undisputed amounts due under this AGREEMENT.

6. The PARTIES understand and agree that Article IV of this AGREEMENT shall govern all termination rights and procedures between the PARTIES. Any termination provision that is attached to this AGREEMENT as an Exhibit shall be void and unenforceable between the PARTIES.

ARTICLE V

ADDITIONAL CONSULTANT SERVICES

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. The DISTRICT may require CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

- a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.
- b. Preparing reports and other documentation and supporting data, and providing other services in connection with PROJECT modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT;
- c. If the DISTRICT requests additional shifts to complete the services articulated in **EXHIBIT "A"** where the requests for additional shifts does not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT and the CONSULTANT's compensation is expressly conditioned on the lack of fault of the CONSULTANT;
- d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

ARTICLE VI

ACCOUNTING RECORDS OF THE CONSULTANT

1. Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE VII

REPORTS AND/OR OTHER DOCUMENTS

1. The reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT (regardless of medium, format, etc.) shall be and remain the property of the DISTRICT (hereinafter

“PROPERTY”). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT’s receipt of the DISTRICT’s written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within five (5) calendar days. Failure to comply with any such written request shall be deemed a material breach of this AGREEMENT.

ARTICLE VIII

INDEMNITY & INSURANCE

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

a. Workers’ Compensation and Employers Liability: Any and all claims under Workers’ Compensation acts and other employee benefit acts with respect to CONSULTANT’s employees or CONSULTANT’s subconsultant’s employees arising out of CONSULTANT’s work under this AGREEMENT; and

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

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by CONSULTANT in accordance with this AGREEMENT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VIII, Paragraphs 1 (a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

e. The PARTIES understand and agree that Article VIII, Section 1 of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code §2772, governing this AGREEMENT. Any other indemnity that is attached to this AGREEMENT as an Exhibit shall be void and unenforceable between the PARTIES.

f. Any attempt to limit the CONSULTANT’s liability to the DISTRICT in an attached Exhibit shall be void and unenforceable between the PARTIES. In no event shall the CONSULTANT’s liability be limited to any amount including, but not limited to, the amount of fees received by the CONSULTANT for performing services related to this AGREEMENT.

2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subconsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
 - a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
 - b. Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:
 1. Owned, non-owned and hired vehicles;
 2. Blanket contractual;
 3. Broad form property damage; 4. Products/completed operations; and 5. Personal injury.
 - c. Professional liability insurance, including contractual liability, with limits of ONE MILLION DOLLARS (\$1,000,000), per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subconsultant to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
 - d. Each policy of insurance required in Article VIII, Section 2 (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

ARTICLE IX
MISCELLANEOUS

1. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment

Compensation or Workers' Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

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

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

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

5. This AGREEMENT shall not include or incorporate the terms of any general conditions, conditions, master agreement or any other boilerplate terms or form documents prepared by the CONSULTANT. The attachment of any such document to this AGREEMENT as **EXHIBIT "A"** shall not be interpreted or construed to incorporate such terms into this AGREEMENT unless the DISTRICT approves of such incorporation in a separate writing signed by the DISTRICT. Any reference to such boilerplate terms and conditions in the proposal or quote submitted by the CONSULTANT shall be null and void and have no effect upon this AGREEMENT. Proposals, quotes, statement of qualifications and other similar documents prepared by the CONSULTANT may be incorporated into this AGREEMENT as **EXHIBIT "A"** but such incorporation shall be strictly limited to those portions describing the CONSULTANT's scope of work, rate and price schedule and qualifications.

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

7. The rule of construction that any ambiguities are to be resolved against the drafting PARTY shall not be employed in the interpretation of this AGREEMENT. It is expressly understood and agreed that the PARTIES to this AGREEMENT have participated equally, or have had equal opportunity to participate, in the drafting hereof.

8. Time is of the essence with respect to all provisions of this AGREEMENT.

9. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

10. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof unless otherwise excluded by the terms of this AGREEMENT. In the event that the provisions of any exhibit conflict with the terms of this AGREEMENT, the terms of this AGREEMENT shall control.

11. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

12. Confidentiality. The CONSULTANT shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this AGREEMENT.

13. Severability. If any portion of this AGREEMENT is held as a matter of law to be unenforceable, the remainder of this AGREEMENT shall be enforceable without such provisions.

14. Notices. All notices or demands to be given under this AGREEMENT by either PARTY to the other shall be in writing and given either by: (a) personal service; or (b) by U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either PARTY may be changed by written notice given in accordance with the notice provisions of this Paragraph. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

To the DISTRICT:

Riverside Community College District
Attn: Hussain Agah
3801 Market Street, 3rd Floor
Riverside, CA 92501
Telephone: (951) 222-8871
Email: Hussain.Agah@rccd.edu

To the CONSULTANT:

Dudek
Attn: Legal Department
27372 Calle Arroyo
San Juan Capistrano, CA 92675
Telephone: (949) 450.2525
Email: contracts@dudek.com

15. Tobacco Prohibited. Any tobacco use (smoking, chewing, etc.) by anyone, is prohibited at all times on any DISTRICT property.

16. Profanity on any DISTRICT property is prohibited, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment.

17. Appropriate dress is mandatory. Therefore, tank tops, cut-offs and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated above in Paragraph 16.

18. Images. If applicable, the CONSULTANT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

Prevailing Wages. If applicable and required, CONSULTANT shall pay, and shall cause all subconsultants of every tier to pay, not less than the specified prevailing wage rates, to the extent applicable, to all workers employed to perform work or services under this AGREEMENT. CONSULTANT shall fully indemnify and defend the DISTRICT from any claims arising from CONSULTANT's failure to meet and prevailing wage requirements.

19. In accordance with California Education Code section 81655, this AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

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

DUDEK

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By _____

By _____

Print Name Joseph Monaco

Print Name Aaron S. Brown

Title President and CEO

Title Vice Chancellor

Address 27372 Calle Arroyo
San Juan Capistrano, CA 92675

Business and Financial Services
3801 Market Street
Riverside, CA 92501

Date

Date

EXHIBIT “A”

CONSULTANT ‘S WORK PLAN, SCOPE OF SERVICES, AND COMPENSATION



Riverside Community College District
 P222987 (Districtwide SB 169 Affordable Student H) - Moreno Valley College
 DUDEK FEE ESTIMATE
 9/23/2022

		Dudek Labor Hours and Rates																				TOTAL DUDEK HOURS	DUDEK LABOR COSTS	OTHER DIRECT COSTS	TOTAL FEE			
Project Team Role:	Project Director/Environmental	Specialist III	Analyst V	Specialist II	Senior Specialist I	Specialist I	Analyst I	Senior Specialist I	Specialist II	Specialist V	Analyst V	Sr. Hydrogeologist	Sr. Hydrogeologist	Project Hydrogeologist	Senior Specialist III	Specialist I	Project Director/Environmental	Specialist IV	Specialist I	GIS Analyst I	Technical Editor II					Publications Specialist II		
Team Member:	Rachel Struglia	Laura Masterson	Kaylan Lamb	Michael Williams	Adam Giacinto	Linda Kry	David Faith	Matthew Morales	Anna Cassidy	Tommy Molio	Dylan Ayers	Nicole Peacock	Susie Smith	Project Hydrogeologist III/Engineer III	Michael Greene	Connor Burke	Dennis Pascua	Sabita Tewani	Mladen Popovic	Hailee McOmber	Hannah Wertheimer-Roberts	Rachel Dobrolenski						
Billable Rate:	\$265.00	\$165.00	\$135.00	\$155.00	\$195.00	\$145.00	\$90.00	\$195.00	\$155.00	\$185.00	\$135.00	\$250.00	\$240.00	\$175.00	\$225.00	\$145.00	\$265.00	\$175.00	\$145.00	\$115.00	\$135.00	\$100.00						
Task 1	Develop Project Description	2	4	4																								
Task 2	Technical Analyses																											
2.1	Air Quality, Greenhouse Gas Emissions, Energy		1					42																				
2.2	Biological Resources		1						8	2	18										3							
2.3	Cultural and Paleontological Resources		1		10	7	15	8													2		1					
2.4	IS/MND Hazards Evaluation		2									4	8	14														
2.5	Noise and Vibration		1												5	22					1							
2.6	Transportation		1														6	12	14									
Subtotal Task 2			7		10	7	15	8	42	8	2	18	4	8	14	5	22	6	12	14	6		1					
Task 3	Administrative Draft and Screencheck Draft IS/MND	3	8	20																	3	8	4					
Task 4	Public Review Draft IS/MND		5	4																		4	3					
Task 5	Final IS/MND	3	8	14																		6	4					
Task 6	Project Management, Meetings and Hearings	28																										
Total Hours		36	32	42	10	7	15	8	42	8	2	18	4	8	14	5	22	6	12	14	9	18	12					
Total		\$9,540.00	\$5,280.00	\$5,670.00	\$1,550.00	\$1,365.00	\$2,175.00	\$720.00	\$8,190.00	\$1,240.00	\$370.00	\$2,430.00	\$1,000.00	\$1,920.00	\$2,450.00	\$1,125.00	\$3,190.00	\$1,590.00	\$2,100.00	\$2,030.00	\$1,035.00	\$2,430.00	\$1,200.00					
Percent of Hours (Base)		10%	9%	12%	3%	2%	4%	2%	12%	2%	1%	5%	1%	2%	4%	1%	6%	2%	3%	4%	3%	5%	3%					



Riverside Community College District
 P222987 (Districtwide SB 169 Affordable Student H) - Norco College
 DUDEK FEE ESTIMATE
 9/23/2022

		Dudek Labor Hours and Rates																				Subconsultant Fees																											
		Project Director/En		Specialist III		Analyst V		Specialist II		Specialist I		Specialist I		Analyst I		Senior Specialist I		Specialist II		Specialist V		Analyst V		Sr. Hydrogeologist		Sr. Hydrogeologist		Project Hydrogeologist		Senior Specialist III		Specialist I		Project Director/En		Specialist IV		Specialist I		GIS Analyst I		Technical Editor II		Publications Specialist II		General Services			
		Team Member:	Rachel Struglia	Laura Masterson	Kaylan Lamb	Michael Williams	Adam Giacinto	Linda Kry	David Faith	Matthew Morales	Anna Cassidy	Tommy Molio	Dylan Ayers	Nicole Peacock	Susie Smith	Project Hydrogeologist III/Engineer	Michael Greene	Connor Burke	Dennis Pascua	Sabita Tewani	Mladen Popovic	Hailee McOmber	Hannah Wertheimer-Roberts	Rachel Dobrolenski	TOTAL DUDEK HOURS	DUDEK LABOR COSTS	Jill Ryer-Powder Hours	Jill Ryer-Powder Fee	DTSC Preliminary Estimate	TOTAL FEE																			
Billable Rate:	\$265.00	\$165.00	\$135.00	\$155.00	\$195.00	\$145.00	\$90.00	\$195.00	\$155.00	\$185.00	\$135.00	\$250.00	\$240.00	\$175.00	\$225.00	\$145.00	\$265.00	\$175.00	\$145.00	\$115.00	\$135.00	\$100.00																											
Task 1	Develop Project Description	2	4	4																			10	\$1,730.00																									
Task 2	Technical Analyses																																																
2.1	Air Quality, Greenhouse Gas Emissions, Energy		1					42															43	\$8,355.00				\$8,355.00																					
2.2	Biological Resources		1						8	2	18										3		32	\$4,550.00				\$4,550.00																					
2.3	Cultural and Paleontological Resources		1		10	7	15	8													2		44	\$6,305.00				\$6,305.00																					
2.4	Hazards and Hazardous Materials																																																
2.A	IS/MND Hazards Evaluation		2									4	8	14									28	\$5,700.00				\$5,700.00																					
2.B	Additional DTSC Investigation - Work Plan and Coordination											40	40	28									108	\$24,500.00	8	\$2,300.00		\$26,800.00																					
2.C	Subsurface Investigation - Preliminary Estimate																										\$91,703.00	\$91,703.00																					
2.5	Noise and Vibration		1												5	22					1		29	\$4,595.00				\$4,595.00																					
2.6	Transportation		1														6	12	14				33	\$5,885.00				\$5,885.00																					
Subtotal Task 2			7		10	7	15	8	42	8	2	18	44	48	42	5	22	6	12	14	6		317	\$59,890.00			\$91,703.00	\$153,893.00																					
Task 3	Administrative Draft and Screencheck Draft IS/MND	3	8	20																	3	8	4	46	\$6,640.00				\$6,640.00																				
Task 4	Public Review Draft IS/MND		5	4																	4	3	16	\$2,205.00				\$2,205.00																					
Task 5	Final IS/MND	3	8	14																	6	4	35	\$5,215.00				\$5,215.00																					
Task 6	Project Management, Meetings and Hearings	28																					28	\$7,420.00				\$7,420.00																					
Total Hours		36	32	42	10	7	15	8	42	8	2	18	44	48	42	5	22	6	12	14	9	18	12	452																									
Total		\$9,540.00	\$5,280.00	\$5,670.00	\$1,550.00	\$1,365.00	\$2,175.00	\$720.00	\$8,190.00	\$1,240.00	\$370.00	\$2,430.00	\$11,000.00	\$11,520.00	\$7,350.00	\$1,125.00	\$3,190.00	\$1,590.00	\$2,100.00	\$2,030.00	\$1,035.00	\$2,430.00	\$1,200.00	\$83,100.00	8	\$2,300.00	\$91,703.00	\$177,103.00																					
Percent of Hours (Base)		8%	7%	9%	2%	2%	3%	2%	9%	2%	0%	4%	10%	11%	9%	1%	5%	1%	3%	3%	2%	4%	3%																										



Riverside Community College District
 P222987 (Districtwide SB 169 Affordable Student H) - Riverside City College
 DUDEK FEE ESTIMATE
 9/23/2022

		Dudek Labor Hours and Rates																				TOTAL DUDEK HOURS	DUDEK LABOR COSTS	OTHER DIRECT COSTS	TOTAL FEE	
Project Director/Env	Project Team Role	ironmental	Specialist III	Analyst V	Specialist II	Senior Specialist I	Specialist I	Analyst I	Senior Specialist I	Specialist II	Specialist V	Analyst V	Sr. Hydrogeolo gist	Sr. Hydrogeolo gist	Project Hydrogeolo gist	Senior Specialist III	Specialist I	Project Director/Env ironmental	Specialist IV	Specialist I	GIS Analyst I					Technical Editor II
Team Member:		Rachel Struglia	Laura Masterson	Kaylan Lamb	Michael Williams	Adam Giacinto	Linda Kry	David Faith	Matthew Morales	Anna Cassady	Tommy Molloo	Dylan Ayers	Nicole Peacock	Susie Smith	Project Hydrogeolo gist III/Engineer III	Michael Greene	Connor Burke	Dennis Pascua	Sabita Tewani	Mladen Popovic	Hailee McOmer	Hannah Wertheimer-Roberts	Rachel Dobrolenski			
Billable Rate:		\$265.00	\$165.00	\$135.00	\$155.00	\$195.00	\$145.00	\$90.00	\$195.00	\$155.00	\$185.00	\$135.00	\$250.00	\$240.00	\$175.00	\$225.00	\$145.00	\$265.00	\$175.00	\$145.00	\$115.00	\$135.00	\$100.00			
Task 1	Develop Project Description	2	4	4																						
Task 2	Technical Analyses																									
2.1	Air Quality, Greenhouse Gas Emissions, Energy		1						42																	
2.2	Biological Resources		1							8	2	18									3					
2.3	Cultural and Paleontological Resources		1		10	7	15	8													2		1			
2.4	IS/MND Hazards Evaluation		2										4	8	14											
2.5	Noise and Vibration		1													5	22				1					
2.6	Transportation		1															6	12	14						
Subtotal Task 2			7		10	7	15	8	42	8	2	18	4	8	14	5	22	6	12	14	6		1			
Task 3	Administrative Draft and Screencheck Draft IS/MND	3	8	20																	3	8	4			
Task 4	Public Review Draft IS/MND		5	4																		4	3			
Task 5	Final IS/MND	3	8	14																		6	4			
Task 6	Project Management, Meetings and Hearings	28																								
Total Hours		36	32	42	10	7	15	8	42	8	2	18	4	8	14	5	22	6	12	14	9	18	12			
Total		\$9,540.00	\$5,280.00	\$5,670.00	\$1,550.00	\$1,365.00	\$2,175.00	\$720.00	\$8,190.00	\$1,240.00	\$370.00	\$2,430.00	\$1,000.00	\$1,920.00	\$2,450.00	\$1,125.00	\$3,190.00	\$1,590.00	\$2,100.00	\$2,030.00	\$1,035.00	\$2,430.00	\$1,200.00			
Percent of Hours (Base)		10%	9%	12%	3%	2%	4%	2%	12%	2%	1%	5%	1%	2%	4%	1%	6%	2%	3%	4%	3%	5%	3%			
Optional Services																										
Task AQ-1	Optional Roadway HRA								36																	
Total Optional + Base Hours and Fee		36	32	42	10	7	15	8	78	8	2	18	4	8	14	5	22	6	12	14	9	18	12			
Percent of Hours (Optional + Base)		9%	8%	11%	3%	2%	4%	2%	21%	2%	1%	5%	1%	2%	4%	1%	6%	2%	3%	4%	2%	5%	3%			

Board of Trustees Regular Meeting (VI.Q)

Meeting	October 18, 2022
Agenda Item	Grants, Contracts and Agreements (VI.Q)
Subject	Grants, Contracts and Agreements First Amendment for the County of Riverside Revised Ground Lease Agreement for the Education Center at Ben Clark Public Safety Training Center
College/District	Moreno Valley College
Funding	N/A
Recommended Action	Recommend approving First Amendment for the County of Riverside Revised Ground Lease Agreement for the Education Center at Ben Clark Public Safety Training Center

Background Narrative:

In January 15, 2019, the Board of Trustees approved the County of Riverside Revised Ground Lease Agreement (GLA) for the Education Center at Ben Clark Public Safety Training Center.

The GLA was approved by the County of Riverside and executed on February 26, 2019. Pursuant to Section 1 of the GLA, RCCD was to provide a final legal description and parcel map for the property, setting forth the precise acreage and boundaries of the BCTC which shall be incorporated into the Lease as Exhibit "A-1", by written Amendment signed by the Parties. And, pursuant to Section 2 of the GLA, RCCD agrees to provide a final site plan for the Phase One Project, which shall be incorporated into the GLA as a revised Exhibit "A-2" by written amendment signed by the Parties.

RCCD has delivered the Correctional Training Platform Scenario Building and Moreno Valley College School of Public Safety Building I, and has worked with the County of Riverside on the First Amendment, engaged a professional licensed land surveyor, and updated the lease site plan with the legal description and precise acreage and boundaries as set forth in proposed Exhibit "A-1" and Exhibit "A-2".

It is recommended that the Board of Trustees approve the First Amendment for the County of Riverside Revised Ground Lease Agreement for the Education Center at Ben Clark Public Safety Training Center.

Prepared By: Robin Steinback, President, Moreno Valley College
Majd Askar, Vice President, Business Services, Moreno Valley College
Philip Rawlings, Dean of Instruction, Moreno Valley College
Aaron S. Brown, Vice Chancellor, Business & Financial Services
Keith Dobyns, General Council, Chancellor's Office
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development
Bart Doering, Facilities Development Director

1 **FIRST AMENDMENT TO LEASE**

2
3 THIS **FIRST AMENDMENT TO LEASE** (“First Amendment”) dated as of
4 _____, 202___ is entered by and between **COUNTY OF RIVERSIDE**, a
5 political subdivision of the State of California (“County”), and **RIVERSIDE COMMUNITY**
6 **COLLEGE DISTRICT**, a political subdivision of the State of California, (“Lessee”).
7 County and Lessee are hereinafter collectively referred to as the “Parties.”

8 **RECITALS**

9 A. County and Lessee have entered into a ground lease, dated February 26,
10 2019, (“Lease”) pursuant to which Lessee has agreed to lease from the County that
11 certain portion of land located at the Ben Clark Public Safety Training Center, east of
12 Davis Avenue and north of Larry Parrish Parkway in the unincorporated area of the
13 County of Riverside, California, (“Property”), as preliminarily depicted in Exhibit “A”
14 attached to the Lease.

15 B. Pursuant to Section 1 of the Lease, Lessee is to provide a final legal
16 description and parcel map for the Property, setting forth the precise acreage and
17 boundaries of the Property which shall be incorporated into the Lease as Exhibit “A-1”,
18 by written Amendment signed by the Parties.

19 C. Pursuant to Section 2 of the Lease, Lessee agrees to provide a final site
20 plan for the Phase One Project, which shall be incorporated into this Lease as a revised
21 Exhibit “A-2” by written amendment signed by the Parties.

22 The Lease, together with this First Amendment, are collectively referred to herein
23 as the “Lease.”

24 **“NOW, THEREFORE**, for good and valuable consideration the receipt and
25 adequacy of which is hereby acknowledged, the Parties agree as follows:

26 **1. Incorporation of Exhibits A-1 and A-2.** The attached Exhibit A-1 and
27 revised Exhibit A-2 are hereby incorporated in their entirety into the Lease.
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IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

LESSOR:
COUNTY OF RIVERSIDE, a political
Subdivision of the State of California

LESSEE:
RIVERSIDE COMMUNITY COLLEGE
DISTRICT, a political subdivision of the
State of California

By: _____
Jeff Hewitt, Chair
Board of Supervisors

By: _____
Aaron Brown, Vice chancellor
Business & Financial Services

ATTEST:
Kecia R. Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
County Counsel

By: _____
Ryan Yabko
Deputy County Counsel

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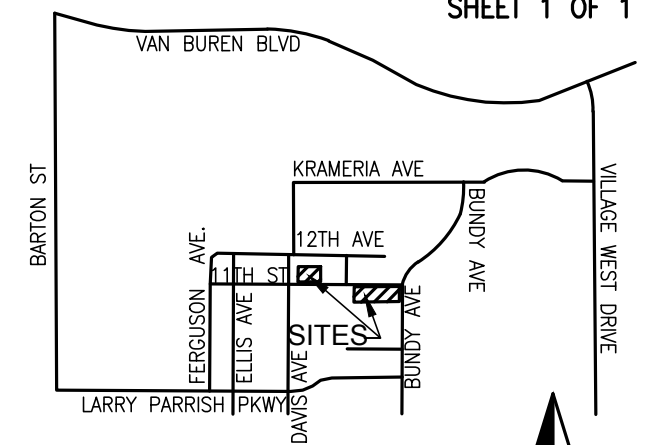
EXHIBIT "A-1"

REFERENCE "A-3"

REFERENCE "A" OVERALL REFERENCE MAP

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS EXHIBIT BEING THE CENTERLINE OF 11TH STREET N89°11'29"W AS SHOWN BY RECORD OF SURVEY IN BOOK 157 PAGES 10 THROUGH 11 INCLUSIVE ON FILE IN THE RIVERSIDE COUNTY RECORDER'S OFFICE

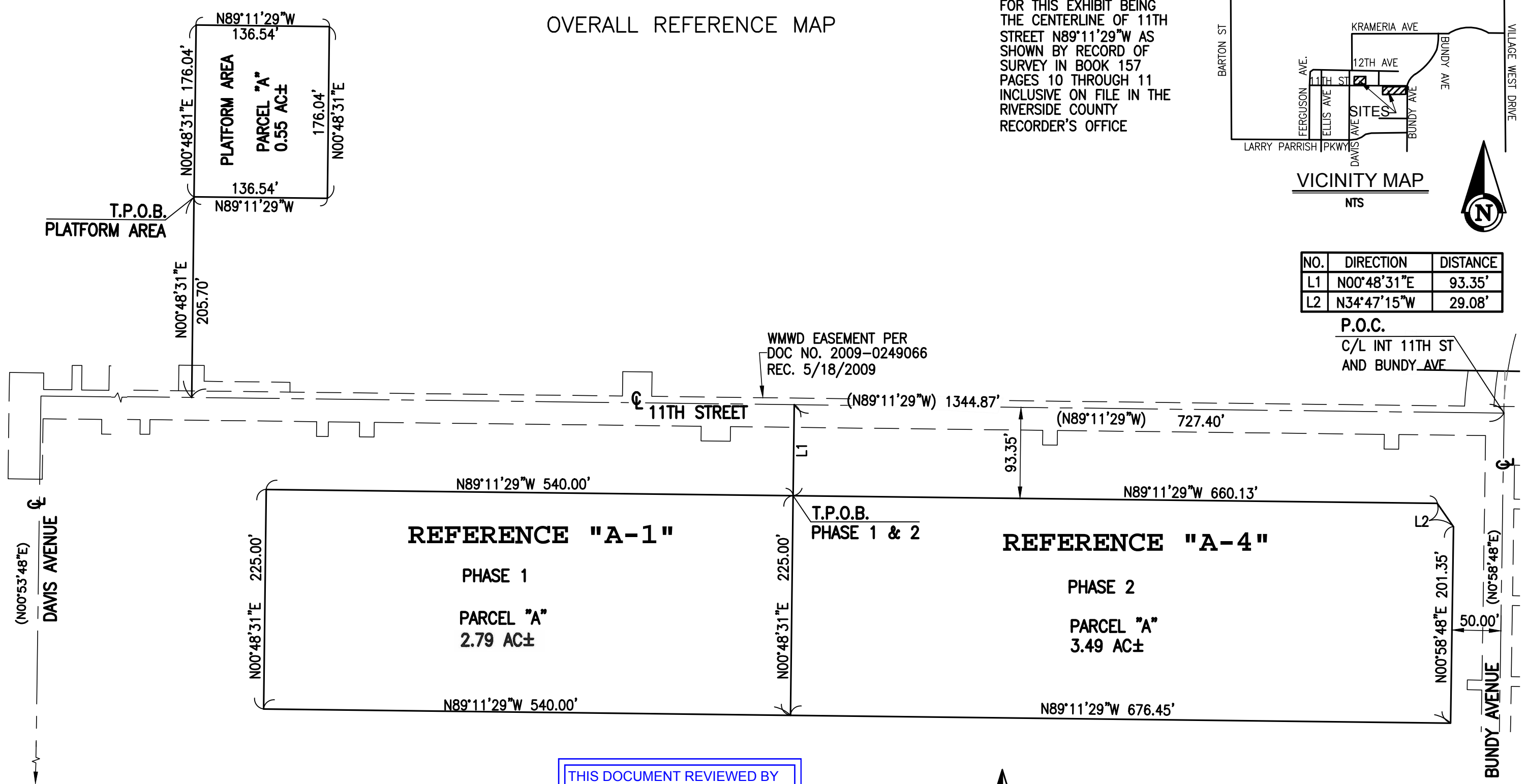


VICINITY MAP
NTS



NO.	DIRECTION	DISTANCE
L1	N00°48'31"E	93.35'
L2	N34°47'15"W	29.08'

P.O.C.
C/L INT 11TH ST
AND BUNDY AVE



THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: _____
DATE: 7/6/2022



1"=200'

SEC. 28, T 3S, R 4W, S.B.M.

MARCH JOINT POWERS AUTHORITY, CA

APN 294-110-005

DATE PREPARED 06/13/2022

Armstrong & Brooks Consulting Engineers, Inc.
Civil Engineering · Water Resources · Surveying
1350 E. Chase Drive, Corona, CA 92881
Mail: P.O. Box 78088, Corona, CA 92887
Ph. (951) 372-8400, Fax (951) 372-8430

NOTES:
() INDICATES RECORD DATA
PER RS 157/10-11

REFERENCE "A-1"

LEGAL DESCRIPTION

PARCEL "A"

THAT PORTION OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASELINE AND MERIDIAN, LOCATED IN THE PLANNING JURISDICTION OF THE MARCH POWERS AUTHORITY, COUNTY OF RIVERSIDE, CALIFORNIA, SAID PORTION BEING DESCRIBED AS FOLLOWS;

COMMENCING AT THE CENTERLINE INTERSECTION OF 11TH STREET AND BUNDY AVENUE. AS SHOWN BY MAP ON FILE IN BOOK 157 ON PAGE 10-11 OF RECORDS OF SURVEY WITHIN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID 11TH STREET NORTH 89°11'29" WEST, 727.40 FEET;

THENCE LEAVING SAID CENTERLINE SOUTH 00°48'31" WEST 93.35 FEET TO A POINT ON LINE, PARALELL AND DISTANT 93.35 FEET FROM THE SAID CENTERLINE SAID POINT BEING **THE TRUE POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 00°48'31" WEST 225.00 FEET TO A POINT ON LINE PARALLEL AND DISTANT 318.35 FEET SOUTHERLY AT RIGHT ANGLES TO SAID CENTERLINE;

THENCE NORTHWESTERLY ALONG LAST SAID PARALLEL LINE NORTH 89°11'29" WEST 540.00 FEET;

THENCE NORTHEASTERLY NORTH 00°48'31" EAST 225.00 FEET; TO A POINT ON SAID PARALLEL LINE OF 11TH STREET;

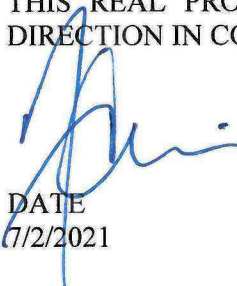
THENCE SOUTHEASTERLY ALONG LAST SAID PARALLEL LINE SOUTH 89°11'29" EAST 540.00 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 2.79 ACRES MORE OR LESS.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.

SEE EXHIBIT "B" ATTACHED HERETO, AND BY THIS REFERENCE MADE A PART THEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.


DATE
7/2/2021

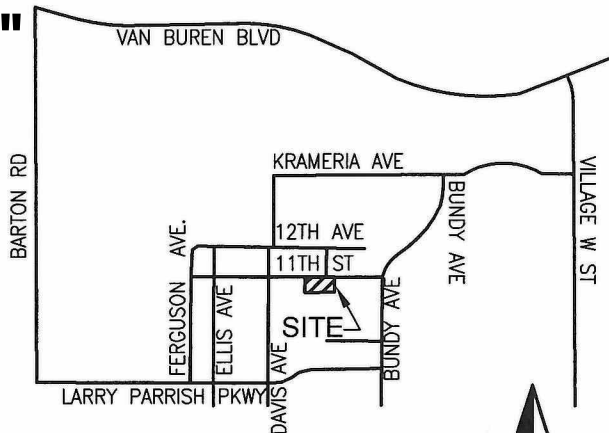


REFERENCE "A-1"

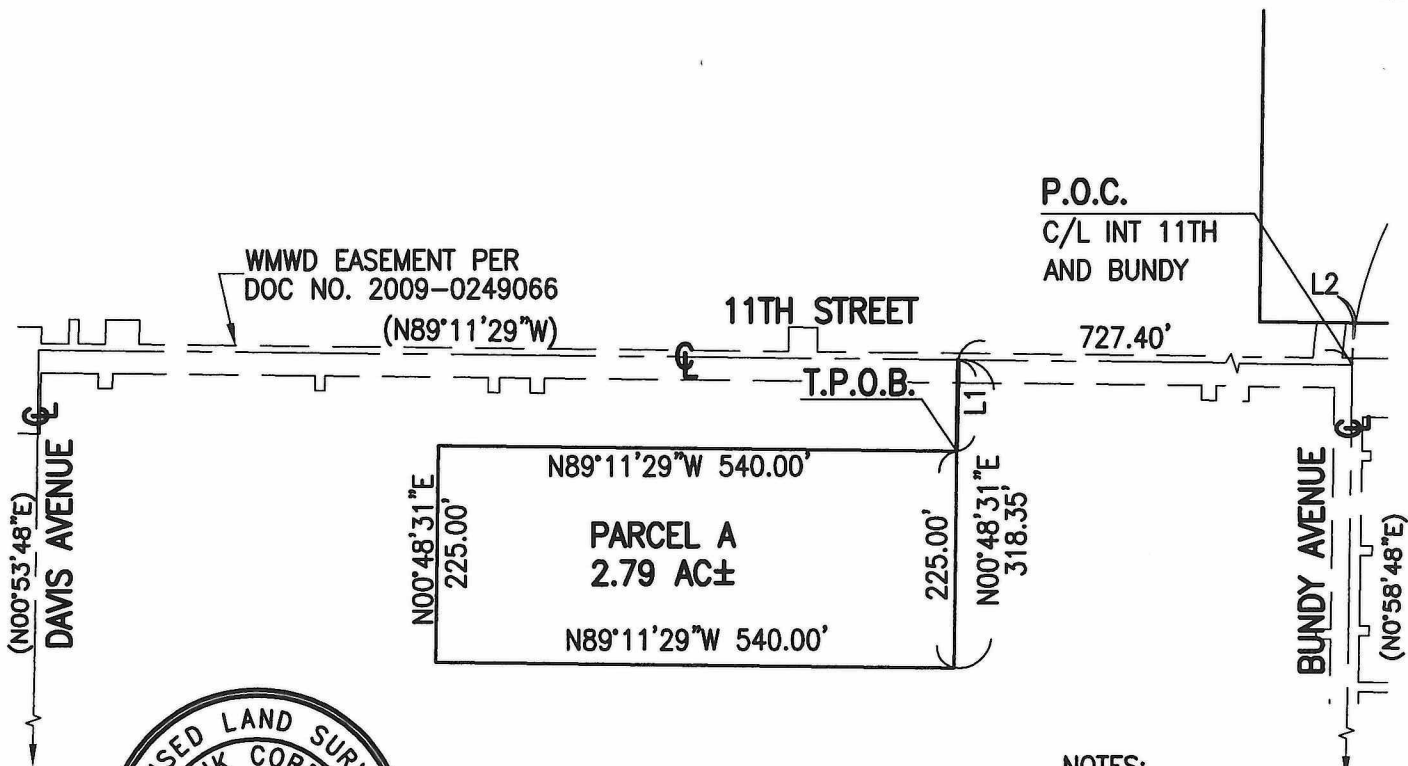
EXHIBIT "B" PLAT MAP

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS EXHIBIT BEING THE CENTERLINE OF 11TH STREET
N89°11'29"W



VICINITY MAP
NTS



P.O.C.
C/L INT 11TH
AND BUNDY

WMWD EASEMENT PER
DOC NO. 2009-0249066
(N89°11'29"W)

11TH STREET

T.P.O.B.

727.40'

N89°11'29"W 540.00'

PARCEL A
2.79 AC±

N89°11'29"W 540.00'

N00°48'31"E
225.00'

L1
N00°48'31"E
318.35'

BUNDY AVENUE

(N0°58'48"E)



07/02/2021

NO.	DIRECTION	DISTANCE
L1	N00°48'31"E	93.35'
L2	N89°04'20"E	2.74'

NOTES:
() INDICATES RECORD DATA
PER RS /

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.

BY: 

DATE: 7/6/2022



1"=80'

SHEET 1 OF 1
SEC. 28, T 3S, R 4W, S.B.B.M.



Armstrong & Brooks Consulting Engineers, Inc.
Civil Engineering · Water Resources · Surveying

1350 E. Chase Drive, Corona, CA 92881
Mail: P.O. Box 78088, Corona, CA 92887
Ph. (951) 372-8400, Fax (951) 372-8430

MARCH JOINT POWERS AUTHORITY, CA

APN 294-110-005

DATE PREPARED 07/02/2021

REFERENCE "A-4"

LEGAL DESCRIPTION

PARCEL "A"

THAT PORTION OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE PLANNING JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY, COUNTY OF RIVERSIDE, CALIFORNIA, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF 11TH STREET AND BUNDY AVENUE. AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 157 PAGES 10 THROUGH 11 OF RECORDS OF SURVEY WITHIN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID 11TH STREET NORTH 89°11'29" WEST, 727.40 FEET;

THENCE LEAVING SAID CENTERLINE SOUTH 00°48'31" WEST 93.35 FEET TO A POINT ON A LINE PARALLEL AND DISTANT 93.35 FEET SOUTHERLY AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE SAID POINT ALSO BEING **THE TRUE POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 00°48'31" WEST 225.00 FEET TO A POINT ON A LINE PARALLEL AND DISTANT 318.35 FEET SOUTHERLY, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE;

THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE SOUTH 89°11'29" EAST 676.45 FEET, TO A POINT ON A LINE PARALLEL AND DISTANT 50.00 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF BUNDY AVENUE;

THENCE LEAVING SAID PARALLEL LINE OF 11TH STREET NORTHEASTERLY ALONG A PARALLEL LINE TO SAID CENTERLINE OF BUNDY AVENUE, NORTH 00°58'48" EAST 201.35 FEET;

THENCE NORTHWESTERLY, NORTH 34°47'15" WEST, 29.08 FEET, TO A POINT ON A LINE PARALLEL AND DISTANT 93.35 FEET SOUTHERLY, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF 11TH STREET;

THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE, NORTH 89°11'29" WEST 660.13 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 3.49 ACRES MORE OR LESS.

REFERENCE "A-4"

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.

SEE EXHIBIT "B" ATTACHED HERETO, AND BY THIS REFERENCE MADE A PART THEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

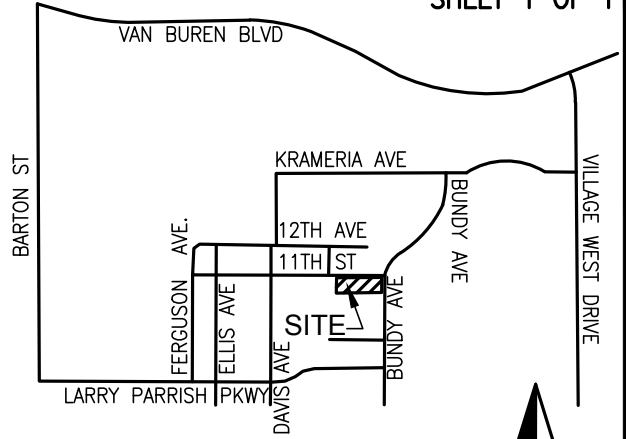


REFERENCE "A-4"

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS EXHIBIT BEING THE CENTERLINE OF 11TH STREET N89°11'29"W AS SHOWN BY RECORD OF SURVEY IN BOOK 157 PAGES 10 THROUGH 11 INCLUSIVE ON FILE IN THE RIVERSIDE COUNTY RECORDER'S OFFICE

EXHIBIT "B" PLAT MAP



VICINITY MAP

NTS

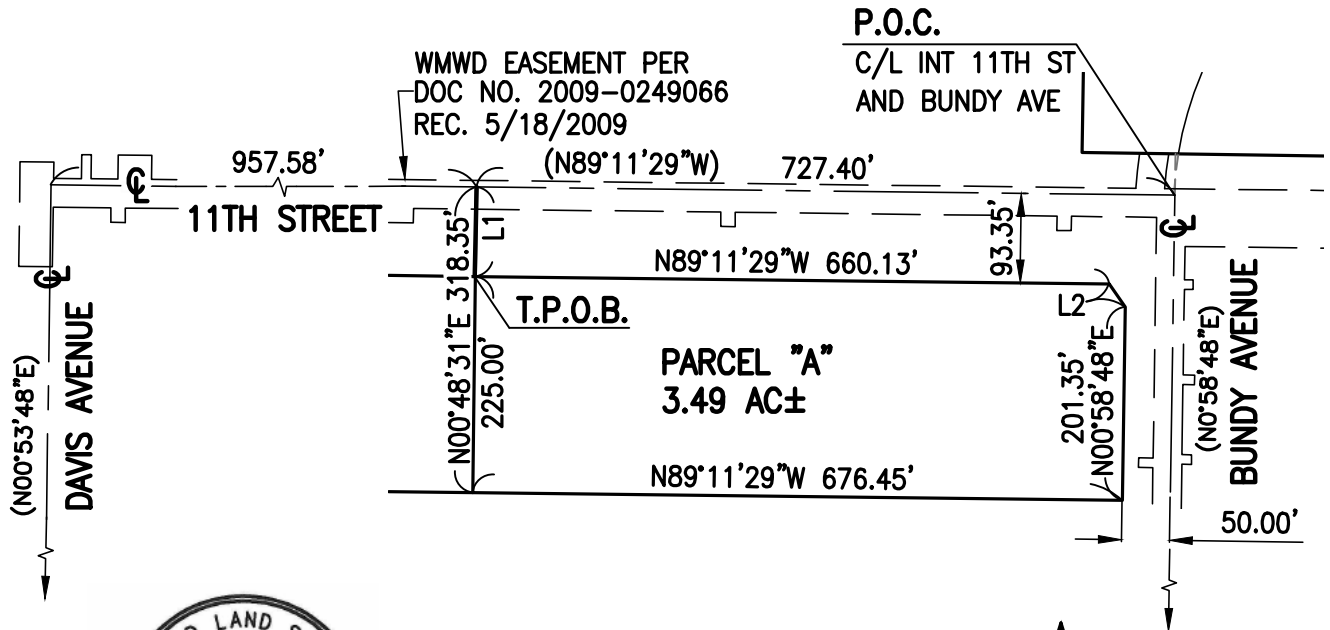


THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.

BY: _____

DATE: 7/6/2022

NO.	DIRECTION	DISTANCE
L1	N00°48'31"E	93.35'
L2	N34°47'15"W	29.08'



NOTES:
() INDICATES RECORD DATA PER RS 157/10-11



1"=200'

SEC. 28, T 3S, R 4W, S.B.M.



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MARCH JOINT POWERS AUTHORITY, CA

APN 294-110-005

DATE PREPARED 01/31/2021

REFERENCE "A-3"

LEGAL DESCRIPTION

PARCEL "A"

THAT PORTION OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE PLANNING JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY, COUNTY OF RIVERSIDE, CALIFORNIA, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF 11TH STREET AND BUNDY AVENUE, AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 157, PAGES 10 THROUGH 11 OF RECORDS OF SURVEY WITHIN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID 11TH STREET NORTH 89°11'29" WEST, 1344.87 FEET;

THENCE LEAVING SAID CENTERLINE NORTH 00°48'31" EAST 205.70 FEET, TO A POINT ON A LINE PARALLEL AND DISTANT 205.70 FEET NORTHERLY, AS MESUAED AT RIGHT ANGLES TO SAID CENTERLINE OF 11TH STREET, SAID POINT ALSO BEING **THE TRUE POINT OF BEGINNING**;

THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE, SOUTH 89°11'29" EAST 136.54 FEET TO A POINT DISTANT 205.70 FEET;

THENCE LEAVING SAID PARALLEL LINE, NORTHEASTERLY NORTH 0°48'31" EAST, 176.04 FEET, TO A POINT ON A LINE PARALLEL AND DISTANT 381.74 FEET NORTHERLY, AS MESAURED AT RIGHT ANGLES TO SAID CENTERLINE OF 11TH STREET;

THENCE NORTHWESTERLY ALONG LAST SAID PARALLEL LINE, NORTH 89°11'29" WEST 136.54 FEET;

THENCE LEAVING LAST SAID POINT SOUTHWESTERLY, SOUTH 0°48'31" WEST 176.04 FEET, TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 0.55 ACRES MORE OR LESS.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.

SEE EXHIBIT "B" ATTACHED HERETO, AND BY THIS REFERENCE MADE A PART THEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.



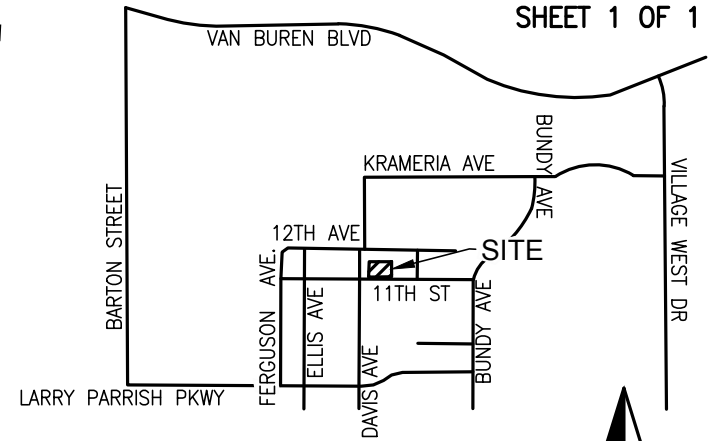
BASIS OF BEARING

THE BASIS OF BEARING FOR THIS EXHIBIT BEING THE CENTERLINE OF 11TH STREET N89°11'29"W AS SHOWN BY RECORD OF SURVEY IN BOOK 157 PAGES 10 THROUGH 11 INCLUSIVE ON FILE IN THE RIVERSIDE COUNTY RECORDER'S OFFICE

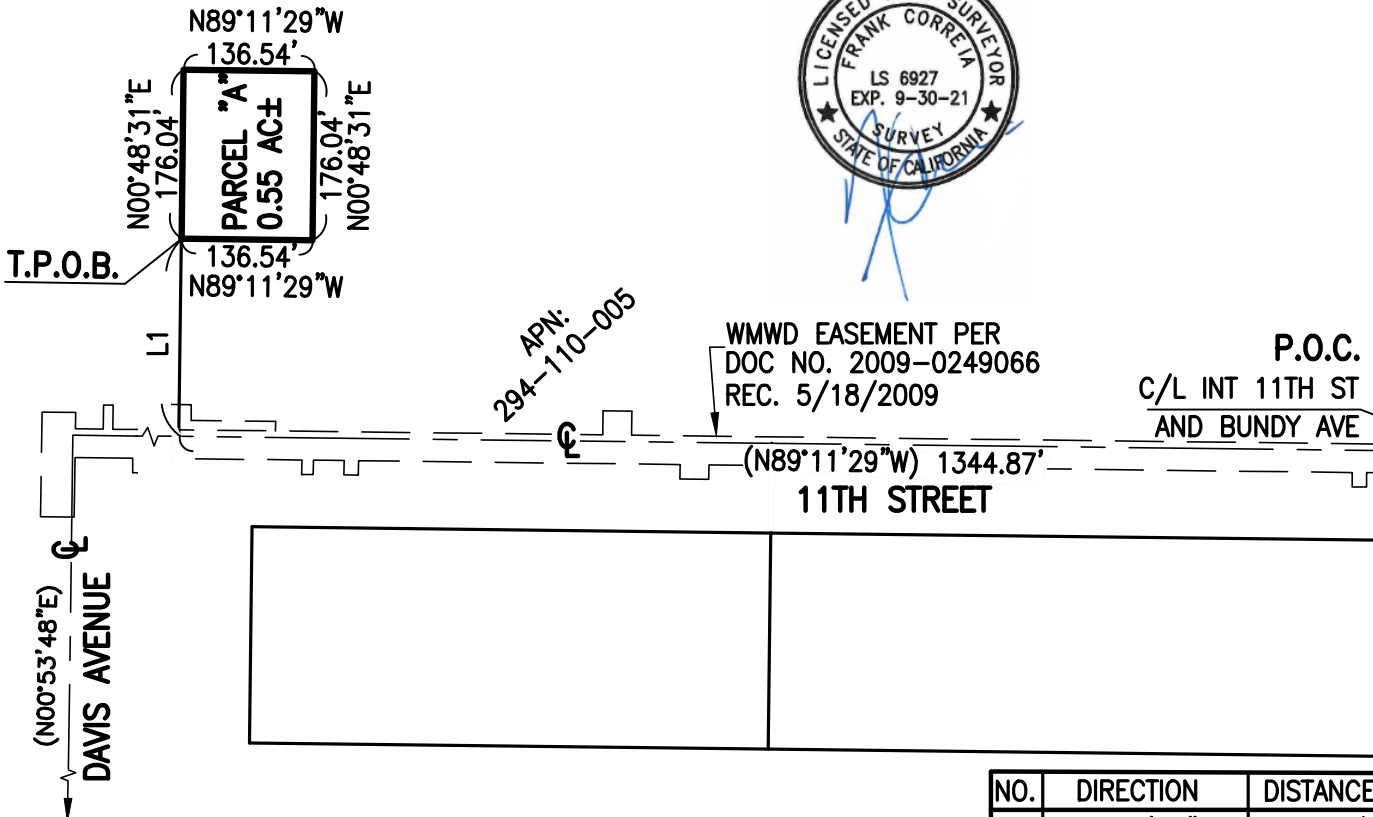
THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
 BY: _____
 DATE: 7/6/2022

REFERENCE "A-3"

EXHIBIT "C"
 PLAT MAP



VICINITY MAP
 NTS



NO.	DIRECTION	DISTANCE
L1	N00°48'31"E	205.70'

NOTES:
 () INDICATES RECORD DATA PER RS 157/10-11



Armstrong & Brooks Consulting Engineers, Inc.
 Civil Engineering · Water Resources · Surveying
 1350 E. Chase Drive, Corona, CA 92881
 Mail: P.O. Box 78088, Corona, CA 92887
 Ph. (951) 372-8400, Fax (951) 372-8430

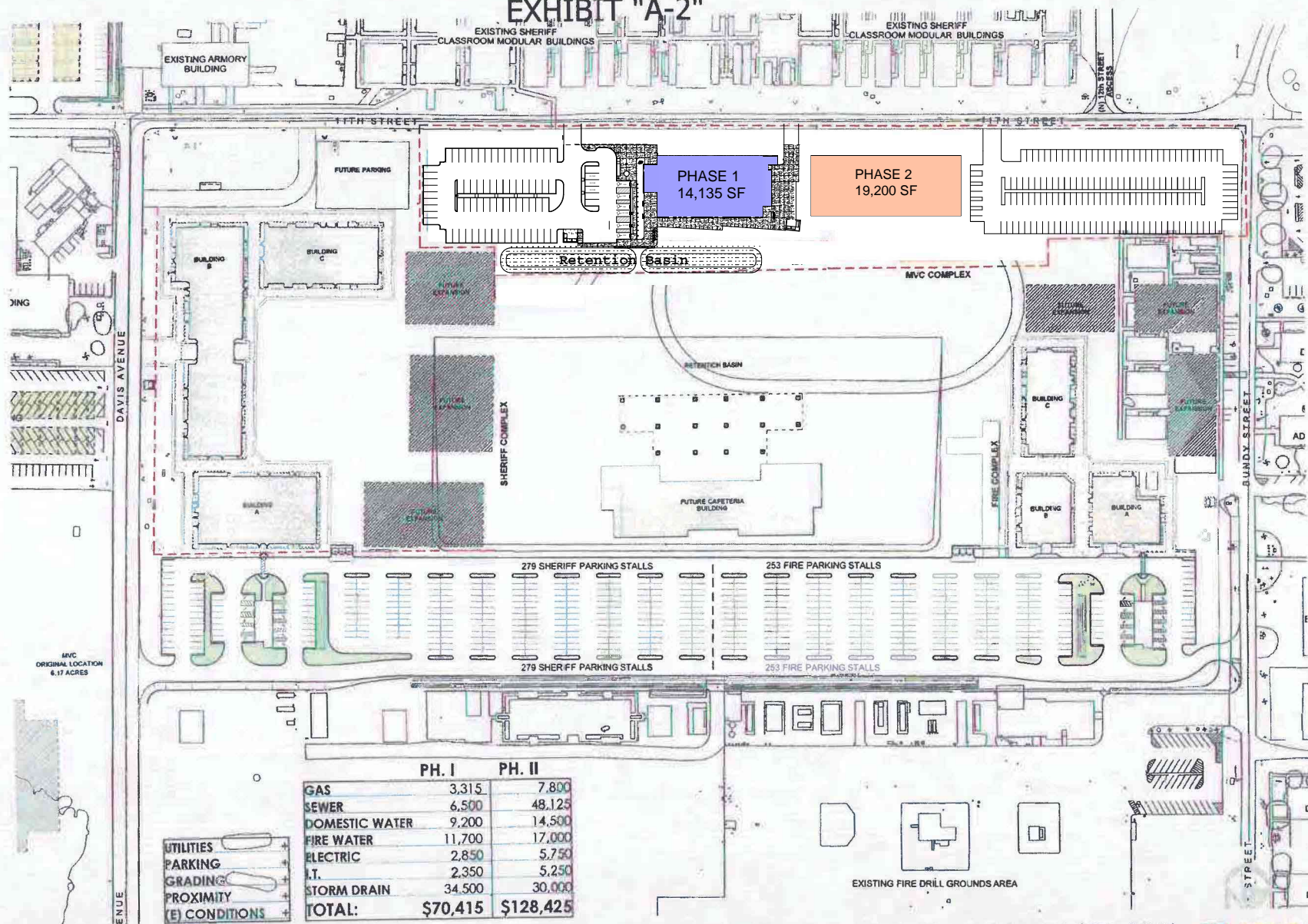
MARCH JOINT POWERS AUTHORITY, CA

SEC. 28, T3S, R4W, S.B.M. APN 294-110-005 DATE PREPARED 01/31/2022

EXHIBIT "A-2"

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EXHIBIT "A-2"



RCCD RIVERSIDE COMMUNITY COLLEGE DISTRICT

Client: Riverside Community College District
3801 Market Street
Riverside, CA 92501

Architect: HOLT Architecture
70-225 Highway 111, Suite D
Rancho Mirage, CA 92270

Holt Architecture
3891 11th Street
Riverside, CA 92501

Riverside Community College District
BTC - MVC Classroom Project
Conceptual Site Plan - Option B2

SD-101b
3 of 4 - 10/0
Date: 11.21.2017

HOLT
ARCHITECTURE

Board of Trustees Regular Meeting (VI.R)

Meeting	October 18, 2022
Agenda Item	Grants, Contracts and Agreements (VI.R)
Subject	Grants, Contracts and Agreements Advisory Services Agreement Amendment No. 3 with The Scion Group for the RCCD Student Housing Survey Study and Market Demand Analysis
College/District	District
Funding	SB 169 Planning Grant for Moreno Valley College and Norco College
Recommended Action	Recommend approving Advisory Services Agreement Amendment No. 3 with The Scion Group in the amount of \$12,600 including reimbursable expenses for a total agreement amount of \$121,100.

Background Narrative:

On March 23, 2022, the Board of Trustees approved Agreement Amendment No. 2 with The Scion Group to provide student housing advisory services including student housing survey, market demand analysis, and financial modeling in the not to exceed amount of \$108,500 for Moreno Valley College, Norco College and Riverside City College.

After further evaluation of SB 169 requirements for the affordable student housing grant programs, the District has requested additional advisory services from The Scion Group to provide an updated analysis for the on-campus student housing survey for the Moreno Valley College and Norco College. The updated survey for MVC and NC will address on-campus housing needs for the residential unit types that align with SB 169 requirements.

It is recommended that the Board of Trustees approve agreement Amendment No. 3 with The Scion Group in the amount of \$12,600 for a total agreement amount of \$121,100 and extend the contract completion date from September 15, 2022 to December 31, 2022.

Prepared By: Aaron S. Brown, Vice Chancellor, Business & Financial Services
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development
Mehran Mohtasham, Director, Capital Planning
Majd Askar, Vice President, Business Services, Moreno Valley College
Michael Collins, Vice President, Business Services, Norco College

THIRD (3) AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
THE SCION GROUP
(RCCD Student Housing Survey Study & Market Analysis)

This document amends the original agreement between the Riverside Community College District and The Scion Group, which was fully executed on September 29, 2021.

The agreement is hereby amended as follows:

Additional compensation of this amended agreement shall not exceed \$12,600 including reimbursable expenses, totaling the agreement to \$121,100. The term of this agreement shall be from the original agreement date of September 15, 2021, to the amended completion date of December 31, 2022.

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.

THE SCION GROUP

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____
Jay Pearlman
Senior Vice President
19800 MacArthur Blvd., Suite 300
Irvine, CA 92612

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

Date: _____

Date: _____

Exhibit I

Project: *RCCD Student Housing Survey Study & Market Analysis*

Scope of Work: *Additional Student Housing Survey and Market Demand Analysis Update and Financial Analysis for Moreno Valley College and Norco College.*

\$84,000 Student Housing Survey and Market Demand Analysis Update and Financial Analysis for Moreno Valley College & Norco College (Fall 2021)

\$1,000 Reimbursables (Agreement Amendment AA No. 1)

\$85,000 Sub-Total including AA No. 1

\$23,500 Additional Student Housing Survey and Market Demand Analysis Update and Financial Analysis for Riverside City College (Spring 2022), Amendment Agreement No. 2 (BOT approved on March 23, 2022)

\$108,500 Sub-Total including AA No. 2

\$12,600 Additional Student Housing Survey and Market Demand Analysis Update for Moreno Valley College and Norco College (Fall 2022), Amendment Agreement No. 3 (BOT on October 18, 2022)

\$121,100 Grand Total including AA No. 3

RIVERSIDE COMMUNITY COLLEGE DISTRICT

SUPPLEMENTAL SURVEY

SEPTEMBER 26, 2022

SUBMITTED BY THE SCION GROUP

scion
ADVISORY SERVICES



Supplemental Survey

As per the District’s request, Scion will design and develop a web-based survey for students at Moreno Valley College and Norco College to test three traditional-style units. Data will inform a demand analysis that will show demand by unit preference at SB169 rates for those who qualify and P3 rates for those who do not qualify.

Deliverable

Scion will deliver a draft memo for Board approval that will outline the key highlights from the survey. After review, a final deliverable will be submitted.

Fees and Expenses

	Moreno Valley College	Norco College
Professional Fees	\$6,000	\$6,000
Reimbursable Expenses	\$300	\$300
Total	\$6,300	\$6,300

Total fees and expenses are \$12,600.

scion

ADVISORY SERVICES

444 N Michigan Ave #2600
Chicago, IL 60611
312.704.5100

scionadvisory.com