

Facilities Planning and Development Council

January 26, 2023
Zoom Conference Call
10:00a.m. – 11:30a.m.

AGENDA

I. WELCOME AND CALL TO ORDER

II. APPROVAL OF MINUTES

- A. December 15, 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. None

VIII. GUESTS

- A. None



FACILITIES PLANNING and DEVELOPMENT COUNCIL

December 15, 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	NO
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 – Director of Facilities M&O	YES
Ray Vasquez	Norco College – Interim Manager of Facilities, Grounds & Utilization	NO
Kimberly Bell	Norco College – Faculty Representative, Academic Senate	YES
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	YES
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 October 27, 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. **No update.**
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.**

B. CCCC'O Facilities Planning Update:

1. Five-Year Capital Construction Plans (5YCCP) & Capital Outlay Program:

- i. **2022 Five-Year CCP:** The 5YCCP was board approved in June and included the following submissions (resubmission) with updated projects budgets that reflect today's market condition and updated schedule for when it will be funded:
- ii. **RCC:**
 - a) FPP – Cosmetology Project (Growth).
 - b) IPPs – 1. Visual Arts Complex (Phase I) (Growth); 2. Advanced Technology (Growth); 3. MLK Modernization.
- iii. **MVC:**
 - a) 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) 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:

- **No Update**

- 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:** The district received \$14.1M: \$10.5 for scheduled maintenance and \$3.6 for instructional support.
- ii. **2022-2023:** The district received \$19M for Scheduled Maintenance and Instructional Support. Two categories were added, the Renewable Energy “Solar/Battery and the Energy Efficiency projects. The plan submitted and approved by the State Chancellor’s Office.
- iii. Agah stated that the state requires colleges to provide their schedule maintenance/deferred maintenance 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. This also consolidates the information on one single platforms.

ACTION:

- *Continue to streamline the PPIP process so administering the program is more efficient.* **No Update**

4. **Space Inventory (SI)**

- i. **2022 SI Submittal:** The SI reports were submitted to VCBFS for review and approval and to the State on the due date of October 3, 2022. Nava provided an update on the status for each college, has compiled a list of changes that were submitted and has reached out to the developers at FUSION to request the ability to pull Reconciliation Reports from FUSION by year rather than the range of 2018 to current date, and to show the differences by year.

ACTION:

- *Any changes to the college SI needs to be reported to FPD to be reflected in FUSION.* **No Update**

5. **Energy Usage Calculator**

- i. Nava stated the Energy Usage Calculator report is due in December 2022 and is working with Accounts Payable to get missing invoices..

6. **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 for an updated FCA, 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. Public Bid/Procurement

- 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.

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. At the December 2022 Regular BOT meeting a contractor that bid on an RFQP for a CM agreement spoke to the board regarding the qualification process. The contractor stated they should get extra points for having their headquarters in Riverside instead of just a satellite office like other companies have. The same company did not feel that anyone should receive extra points because they previously worked with the district. The BOT approved the contract but requested that Brown and Agah provide a recommendation of how more emphasis can be put on local attendance, and how we can empower minority, veteran and women owned businesses. Trustee Blumenthal stated the district should be careful about what is or what is not legal for minority criteria. The BOT would like to understand how it is done and requested any recommendation regarding local minority/veteran/women owned be included. The goal is to form a task force from this committee, anyone interest should email Agah.

- 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 \$109,300:** 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 \$109,300:** 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 sustainability & climate action policies in alignment with the SCAP and CCCC'O Board of Governors' policies.

ACTION:

- ***No update***

7. Gifting Public Funds

- i. 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.
- ii. 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.
- iii. 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.
- iv. Askar suggested discussing the price structure of charging to the staff before discussing the Gifting Public Funds topic.
- v. Agah stated that FPD will research and propose a policy to be reviewed.

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**

E. Climate Action and Sustainability Stewardship (SCAP)

1. **Districtwide Sustainability & Environmental Responsibility Planning Update:**
 - i. The SCAP identified 5 main 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.
 - ii. SCAP development updates were provided to the Board of Trustees on June 14, 2022.
 - iii. The final draft of the Sustainability Climate Action Plan has been provided to the Sustainability Committee to provide their review in a few weeks.
 - iv. Sustainability committees at the colleges was discussed. MVC is working to add more committee members and will have DLR provide an update for new members.
 - v. The Sustainability Climate Action Committee (SCAC) is an approved subcommittee and is part of the Resources Committee. It will report to District Strategic Planning Council (DSPC).

ACTION: *Complete the SCAP and present the District plan to the BOT for approval in March 2023.*

2. Solar Planning Initiative (Solar Plan):

- i. **Due-Diligence:** Total Energies worked on the electrical audit at CAADO, CSA and Norco College. Mohtasham reported on the due diligence that is being worked on with the college Directors of Facilities to complete GeoTech Survey at MVC and RCC on November 20-22, 2022. The Topo and underground survey has been completed at MVC, RCC and the District Office. TotalEnergies will provide the results in the second week of November 2022.
- ii. **Interconnection Applications:** There was no electrical audit required at RCC and MVC due to the tie in to the 12KV Loop. A meeting with SCE occurred 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. FPD met with So Cal Edison the week of September 12, 2022 regarding the interconnection application that will be submitted the week of October 31, 2022 for MVC and NC.
- iii. **Design-Build Contract:** Agah provided an update on the progress of the solar project, the year-long contract negotiations with TotalEnergies has come to a fruition and approved by the Board as December 13. The design and permitting process will begin in 2023. The project will provide 7 megawatts of solar across the district. NC will

receive 24 charging stations, MVC will receive 24, RCC will receive 30 and the district office will receive 8. The battery storage system will be 6000kwh.

ACTION: *Askar inquired about the Reduction Act, it is being explored with TotalEnergies.*

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. Mohtasham stated the process is more than 95% done in regards to collecting the information and doing the meter mapping. FPD is working collectively with the District IT on the Dashboard and how it will be hosted in our system.
- iii. Meetings with the colleges Directors of Facilities are being conducted. DLR is working on the standard numbering on the water map and should be able to complete it within 3-4 weeks.

ACTION:

- *Complete an interactive dashboard for the district; Mohtasham will provide the draft dashboard link to the FPDC.*
No Update

2. Total Cost of Ownership (TCO):

- i. 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.
- ii. 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.
- iii. Meetings with the college VPBS and Directors of Facilities are being scheduled to review the final version of the TCO model and the dashboard.

ACTION:

- *The committee discussed if the platform should be made available on the website, and if that will be useful.* **No Update**

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. FPD will look into those programs and grants.

ACTION:

- **No update**

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

- 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. Scion worked with 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. Colleges' three (3) design and programming meetings have been concluded and housing program is complete.

ACTION:

- *Continue to work with City of Moreno Valley for land acquisition. **No Update***

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.
- v. Agah stated the HED architect and the consultant had a visioning session with the college committees. A conceptual program was developed and reviewed at upcoming meetings. The meetings and finalizing the grants are being aligned to meet the January 25, 2023 application deadline. The State prefers multi-college districts to prioritize their projects. A grant for each college is being completed. Agah provided details regarding the collaboration with UCR on an Intersegmental application for RCC.
- vi. Agah stated that the State said the district is eligible to submit only one construction grant application. The district has to figure out how to prioritize which location to submit for. The demand is equal across the four locations, however, the intersegmental with UCR receives an additional 10 points. The district is still trying to clarify with the State how the points will be assessed.

ACTION: None

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.

ACTION:

- **No Update**

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:** This is a state-funded project in the total amount of \$38.5 million. Construction began in September 2022. A portion of the sub-contractor contracts are in place.

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. The project is on schedule with a completion date of March 2023. The project is multi-stage and multi-phase and is 55% complete. Working with the Landis activity schedule is a challenge and has caused some delays.

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. Received DSA approval, the official DSA approval. This project cannot start until TSS Staff Relocation is complete.

ACTION:

- *Receive official DSA approval letter; strategize and prioritize the projects*

- 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. Construction was anticipated to be complete by the end of October 2022. Due to some global shortage on ceiling panels and lighting fixtures the completion the anticipated completion is mid-November 2022. Furniture is expected to be delivered in early December.

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. The project and project budget was approved at the September 20 BOT. DSA approval was received, the next step is to prioritize the construction start date so it does not overlap with other projects.

ACTION: *None*

- vi. **Football Field and Running Track Replacement (Feasibility Studies):** The project was approved at the September 20, 2022 BOT. 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. The committee voted for AstroTurf with shock pads underneath. The second user group meeting occurred on October 26, 2022. A DSA meeting is being scheduled to expedite the plans to move forward sooner so the project will be able to be finished by the end of August 2023.

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

- i. **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. DSA approved was received. The selection of CM services is approved on December 13, 2022 Regular BOT. Then the process to select the general contractors will begin. The college will relocate the users by the end of December 2022.

ACTION:

- *Conduct a final review of the budget after DSA approval is received*

- ii. **BCTC Education Building (Phase I):** The project is currently 100% complete.

ACTION: *Finalize change orders and proceed with final payments and release of retention.*

3. **Norco College:**

- i. **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.. Programming is being reviewed with the user group, the next meeting occurred on October 21, 2022. The first draft was provided and was reviewed with the committee. The IT & AV team met and reviewed the hyperlinks and the requirements. A user group meeting occurred with Alvord, RCOE and NC to review the outdoor playground and the classroom layout. Two classrooms will be moved. A cost estimate based on the design development plan (to determine if the project is within budget and if any VE items need to be addressed) will be provided by mid-November 2022 and submitted by mid-December 2022. Another cost estimate will be provided during the construction design phase.

ACTION: *None*

- ii. **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.. 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. 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. DLR is moving forward modifying the plans and are working on the working drawings.

ACTION:

- *Continue with DTSC work plan, complete CEQA and submit to DSA by Spring 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**

6. **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 part of TotalEnergies Solar contract.

ACTION:

- *Continue the fuel cell production services until the start of construction of solar project*

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. None

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 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. Cybersecurity Presentation

1. Ma provided a presentation outlining cybersecurity, it's relation to Facilities, and the impact and risk to the district.

D. Districtwide Mechanical Upgrades Project

1. Collins requested an update on the Districtwide Mechanical Upgrades Project using HEERF funding that has to be expended by June 30, 2023.
2. Mohtasham stated that a report was requested from NC, from Steven Marshall, that would provide a breakdown with the amount of money that was available at that time. Marshall was responsible to prioritize the buildings to provide the breakdown, but the information was not provided to Mohtasham. MVC and RCC are using Scheduled maintenance funds for mechanical and HVAC upgrades. Collins thought that there was a district-wide approach but will use the report and immediately begin their upgrades. NC has an engineering report and a prioritization of the projects so will begin to the process and use HEERF funding.

End of Meeting Minutes-

Facilities Planning & Development Projects Status Update Report

January 26, 2023

Updated by: Bart Doering
Mehran Mohtasham
Janna Accomando
Myra Nava

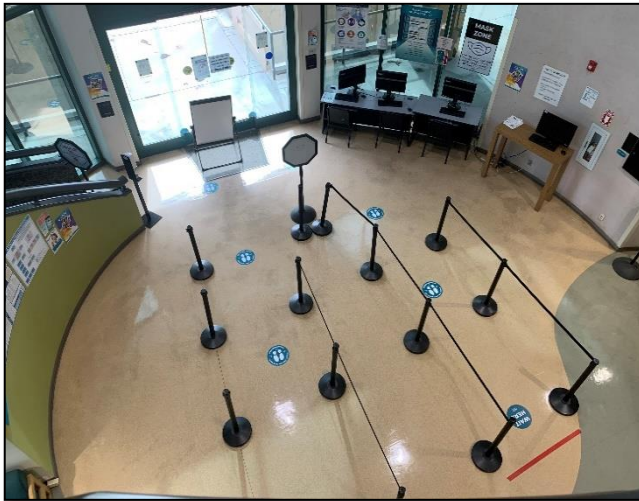
MVC Student Services Renovation

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:	-GC Pre-qualification/Bidding Phase
Duration:	Occupancy August 2023	Delivery Method:	GC / CM Agency

Project Status GC Pre-Qualification Criteria approved by BOT on January 17, 2023. Purchasing Dept posted GC-Prequalification package on 1/18/2023. Due date to receive bids 2/7/2023. Next step: post bid package to pre-qualified GCs in February.

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 provided 3 options/layouts to the committee to select from. The options will provide 3 offices in the Science building without making and changes to the STEM area. After college approval/selection of one of the layouts, bid package will be sent out. Estimate start of construction April 2023.

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 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:	DSA Review
Duration:	To be open Fall 2023	Delivery Method:	D-B-B (GC)

Project Status: Completed Programing in November 2022. The WWA preparing project cost estimate by mid-December 2022. DSA submission on 12/21/2022. Final furniture layout and finishes will be presented to the committee in February 2023. WWA will provide project cost estimate by the end of January 2023.

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 (CD)
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/modify plans based on the DSA code change and is scheduled to submit to DSA in May 2023. Central Plant Capacity survey result shared with DLR. Next step: review HVAC options for CHP+K in February 2023.

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 22%
Duration:	16 months (overall)	Delivery Method:	D-B-B

Project Status: Contractor Soltek Pacific has is still working on finalizing their agreements with all of their sub-contractors. They are at 98% complete with contracts. Abatement is finished. Demolition has started and electrical piping installation in the floors has begun.

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:	DSA Review
Duration:	12 Months	Delivery Method:	D-B-B

Project Status Both Football Field and Running Track design completed and approved by the design committee. LPA submitted plans to DSA on 12/28/2022. PO issued to Astro Turf and Mondo PO is in progress to be issues by 1/24/23. LPA is working on construction schedule that will be shared with the college. Shop drawings will be ready by the end of January to be reviewed by the district and the college.

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:	Design Phase
Duration:	1 Year	Delivery Method:	D-B-B
Project Status: LPA continue working on CD (construction Document) in order to submit to DSA in March 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. Received DSA approval in October 2022. Old Financial Services has to be remodeled for TSS relocation & 12KV Transformer/Selector switch upgrade 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 Nursing, Math and Science Chiller Replacements

Project Description: Due to the design defect of mechanical room/Chiller layout. The chillers at the Nursing & Match and Science building are at the end of the life cycle (chiller #1 is out of order). Based on the received total cost of

repair and cost of replacement, the college decided to replace both chillers with more efficient systems and re-arrange the piping system to resolve the design defect.

Project Manager:	Robert Beebe	Fund Allocation:	Scheduled Maintenance 2021/22 & 2022/23
Architect & DSA:	WWA	Project Phase:	Design Phase
Duration:	15 Month	Delivery Method:	D-B-B

Project Status: WWA selected as the project architect. BOT approval on 12/13/2021. Design team started meeting on Thursday with the college and the district. Final Design shall be ready for bidding by 3/31/2023. Based on the new plan, DSA approval is not required.

Issues:

RCC 12KV Transformer and Selector Switch Upgrade

Project Description: Due to adding a new donated printer in the Tech B, the 12KV Transformer and selector switch needed to be replaced. The existing transformer and selector switch are at the end of the life cycles.

Project Manager:	Mehran Mohtasham	Fund Allocation:	SM 2021/22 & Local Fund & Donation
Engineer & DSA:	West Design / None DSA	Project Phase:	Procurement
Duration:	11 Month	Delivery Method:	D-B-B

Project Status: Received two bids on 11/7/2022, lowest bid from High Volt for the total amount of \$317,233.00 BOT to review and approve on 12/13/2022. High Volt will order the transformer and selector switch after board approval. Purchasing is working on documentations with the vendor.

Issues:

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:	Mehran Mohtasham	Fund Allocation:	General Fund: \$1,850,000
Architect & DSA:	SGH/DSA	Project Phase:	CM Selection/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 will be sent out in January 2023. Next Step: After selecting a CM, will start working on Pre-Qualifying GC for this project.

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

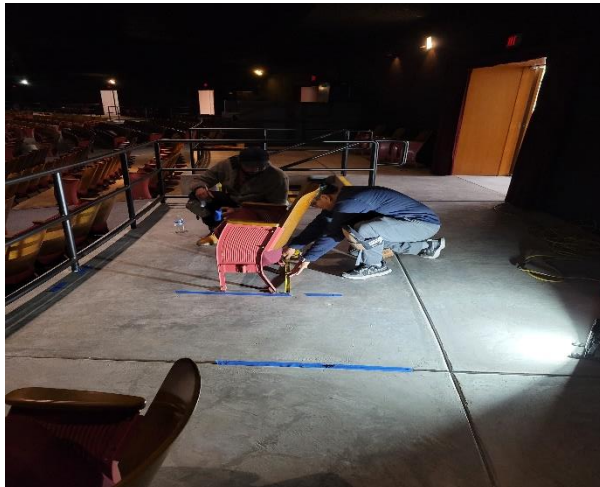
District RCC Gomez Case Ph. IV

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 86%
Duration:	9 months	Delivery Method:	General Contract

Issues: The contractor continues working on an accurate project schedule. The provided 3-week look-ahead schedule still isn't correct. The contractor continues to need help coordinating his subs and is constantly reminded of work that needs to be started or completed. The contractor is disputing change order work and doesn't understand the scope of work to complete the project. Architect working with DSA on approval of addendums and CCDs, as project is getting close to being finished.

Project Status: The contractor continues to work on several areas on the campus. Landis auditorium work on the inside is finished and ready for punch walk. Contractor is working with their handrail contractor to catchup on installing handrails on areas where the concrete ramps and sidewalks have been installed.



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

Project Status: Construction began on July 22, 2022. Anticipated completion is end of December 2022 due to shortage of supplies. Furniture delivered on 12/21/2022. Smart TVs ordered and shall be received by the end of January 2023. Next Step: Install makerspace equipment via IBIBGroup.

Issues:



District Solar Planning Initiative

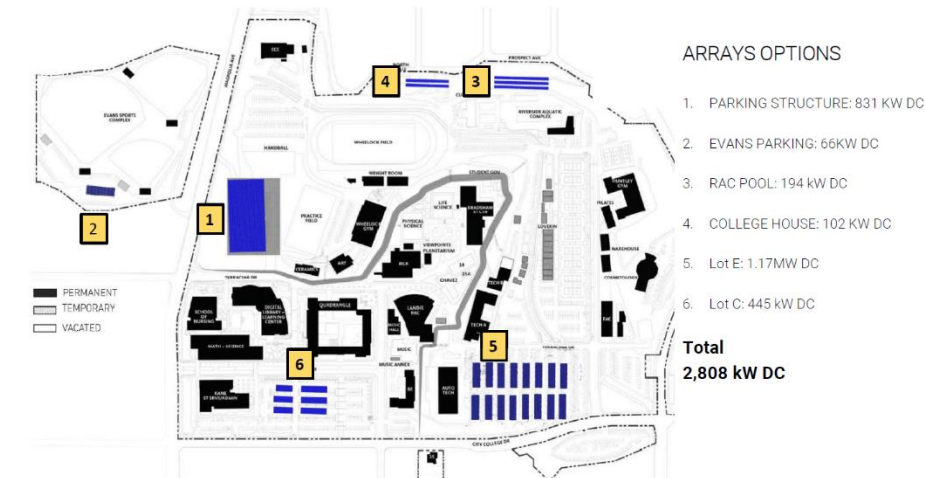
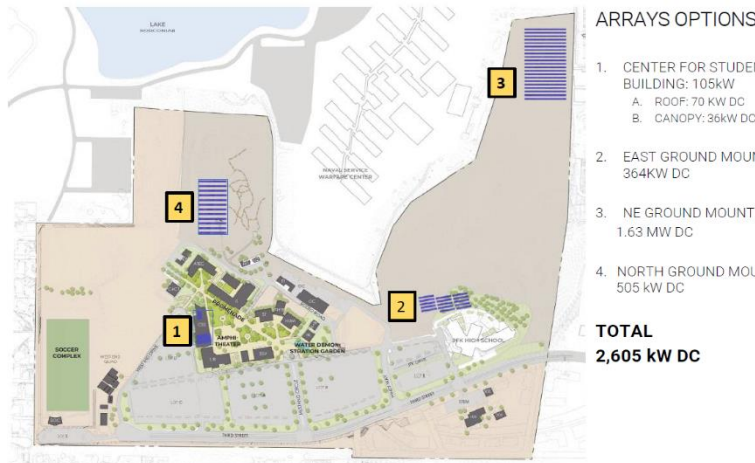
Project Description: The solar planning initiative is in alignment with the District board policy 5775, sustainability and environmental responsibility. The outcome will be a Districtwide Solar Plan (including battery storage) that aligns with the strategic planning objectives to achieve economic, social,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

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

Project Status: BOT approved the solar & battery storage contract with Total Energy back in December 2022. Next step: Total Energy started the design with FPD. DSA submission in May/June 2023. Installation scheduled in Summer 2024.

Issues:

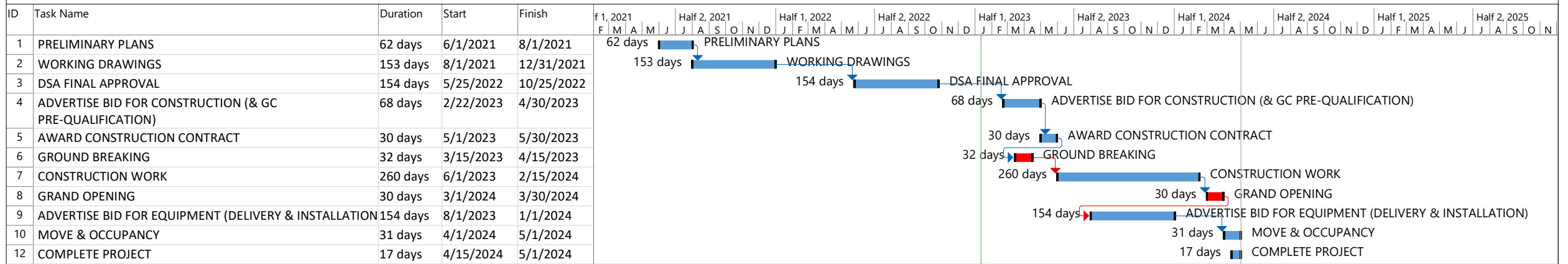


Notes:

- 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 - STUDENT SERVICES RENOVATION

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



Project: MVC - Student Services Renovation
Date: 1/12/2023



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	216 days	8/8/2021	3/11/2022	216 days																											
2	WORKING DRAWINGS	141 days	1/2/2023	5/22/2023	141 days																											
3	DSA FINAL APPROVAL	169 days	5/22/2023	11/6/2023	169 days																											
4	ADVERTISE BID FOR CONSTRUCTION	91 days	2/4/2024	5/4/2024	91 days																											
5	AWARD CONSTRUCTION CONTRACT	29 days	8/2/2024	8/30/2024	29 days																											
6	GROUND BREAKING	30 days	7/1/2024	7/30/2024	30 days																											
7	CONSTRUCTION WORK	564 days	8/15/2024	3/1/2026	564 days																											
8	GRAND OPENING	46 days	3/1/2026	4/15/2026	46 days																											
9	ADVERTISE BID FOR EQUIPMENT (DELIVERY & INSTALLATION)	396 days	3/1/2025	3/31/2026	396 days																											
10	MOVE & OCCUPANCY	46 days	3/1/2026	4/15/2026	46 days																											
11	COMPLETE PROJECT	16 days	4/15/2026	4/30/2026	16 days																											

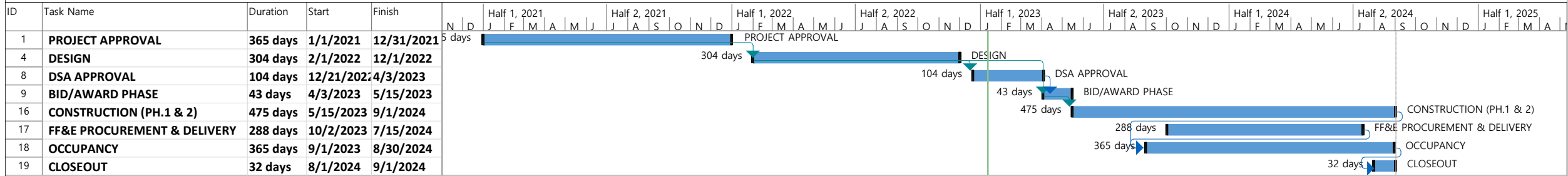
Project: NC - CHP+K
Date: 1/12/2023




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: 1/12/2023



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	Gantt Chart																	
				1, 2021	Half 2, 2021	Half 1, 2022	Half 2, 2022	Half 1, 2023	Half 2, 2023	Half 1, 2024	Half 2, 2024	Half 1, 2025	Half 2, 2025	Half 1, 2026	Half 2, 2026	Half 1, 2027	Half 2, 2027	Half 1, 2028	Half 2, 2028	Half 1, 2029	Half 2, 2029
1	PRELIMINARY PLANS	106 days	9/1/2021	106 days [Gantt bar] PRELIMINARY PLANS																	
2	WORKING DRAWINGS	138 days	12/15/2021	138 days [Gantt bar] WORKING DRAWINGS																	
3	DSA FINAL APPROVAL	181 days	4/4/2022	181 days [Gantt bar] DSA FINAL APPROVAL																	
4	ADVERTISE BID FOR CONSTRUCTION	81 days	10/1/2023	81 days [Gantt bar] ADVERTISE BID FOR CONSTRUCTION																	
5	AWARD CONSTRUCTION CONTRACT	30 days	1/1/2024	30 days [Gantt bar] AWARD CONSTRUCTION CONTRACT																	
6	CONSTRUCTION WORK	275 days	2/1/2024	275 days [Gantt bar] CONSTRUCTION WORK																	
7	ADVERTISE BID FOR EQUIPMENT (DELIVERY & INSTALLATION)	153 days	11/1/2023	153 days [Gantt bar] ADVERTISE BID FOR EQUIPMENT (DELIVERY & INSTALLATION)																	
8	MOVE & OCCUPANCY	63 days	12/1/2024	[Gantt bar] MOVE & OCCUPANCY																	
9	COMPLETE PROJECT	29 days	2/1/2025	[Gantt bar]																	

Project: RCC - STEM Engagement Center
Date: 1/12/2023



Task	[Solid Blue Bar]	Inactive Summary	[Dashed Grey Bar]	External Tasks	[Grey Bar]
Split	[Dotted Blue Bar]	Manual Task	[Solid Teal Bar]	External Milestone	[Grey Diamond]
Milestone	[Black Diamond]	Duration-only	[Light Blue Bar]	Deadline	[Green Arrow]
Summary	[Black Bar]	Manual Summary Rollup	[Dark Teal Bar]	Progress	[Blue Bar]
Project Summary	[Grey Bar]	Manual Summary	[Dark Teal Bar]	Manual Progress	[Teal Bar]
Inactive Task	[White Bar]	Start-only	[Light Blue Bar]		
Inactive Milestone	[Grey Diamond]	Finish-only	[Light Blue Bar]		

RIVERSIDE CITY COLLEGE - FOOTBALL FIELD AND RUNNING TRACK REPLACEMENT

FUNDING - TBD

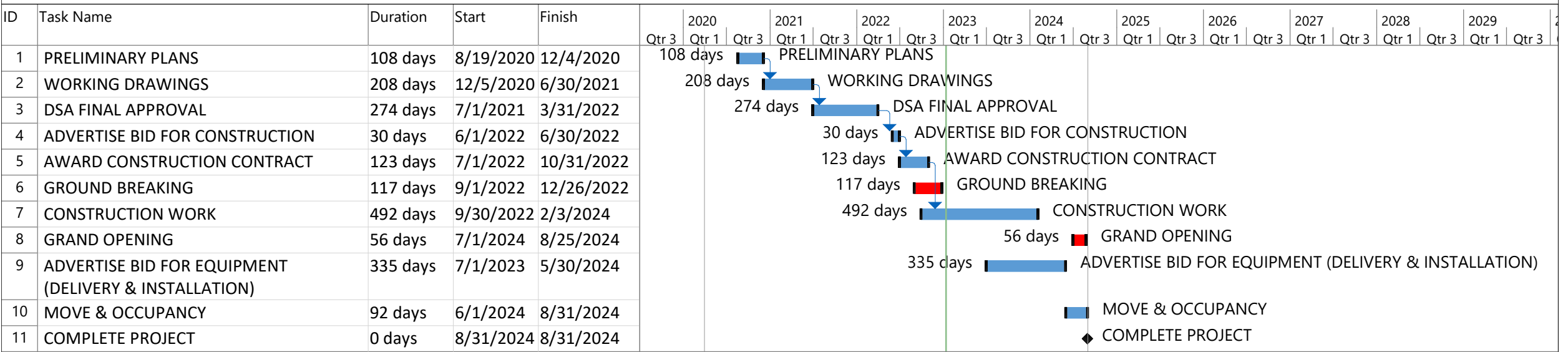
ID	Task Name	Duration	Start	Finish	Timeline																																					
					2021					Half 1, 2022					Half 2, 2022					Half 1, 2023					Half 2, 2023					Half 1, 2024					Half 2, 2024							
					A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S
1	FEASIBILITY & PLANNING PHASE	152 days	12/15/2021	5/15/2022	152 days [Task Bar] FEASIBILITY & PLANNING PHASE																																					
2	RCC APPROVAL (PROJECT/FUNDS)	94 days	5/15/2022	8/16/2022	94 days [Task Bar] RCC APPROVAL (PROJECT/FUNDS)																																					
3	BOT APPROVAL (PROJECT/FUNDS)	33 days	8/14/2022	9/15/2022	33 days [Task Bar] BOT APPROVAL (PROJECT/FUNDS)																																					
4	DESIGN PHASE	119 days	9/1/2022	12/28/2022	119 days [Task Bar] DESIGN PHASE																																					
5	DSA PHASE	78 days	12/28/2022	3/15/2023	78 days [Task Bar] DSA PHASE																																					
6	BID/AWARD	62 days	3/15/2023	5/15/2023	62 days [Task Bar] BID/AWARD																																					
7	CONSTRUCTION	123 days	5/1/2023	8/31/2023	123 days [Task Bar] CONSTRUCTION																																					

Project: RCC - Football Field and Running Track Replacement
Date: 1/12/2023



Task	[Blue Bar]	Inactive Summary	[Grey Bar]	External Tasks	[Grey Bar]
Split	[Dotted Line]	Manual Task	[Light Blue Bar]	External Milestone	[Diamond]
Milestone	[Diamond]	Duration-only	[Light Blue Bar]	Deadline	[Green Arrow]
Summary	[Black Bar]	Manual Summary Rollup	[Light Blue Bar]	Progress	[Blue Bar]
Project Summary	[Grey Bar]	Manual Summary	[Black Bar]	Manual Progress	[Light Blue Bar]
Inactive Task	[White Bar]	Start-only	[C-Bracket]		
Inactive Milestone	[Diamond]	Finish-only	[C-Bracket]		

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: 1/12/2023



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			

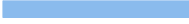


















RIVERSIDE CITY COLLEGE - THROWING SPORTS FIELD RENOVATION

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

ID	Task Name	Duration	Start	Finish	2, 2020 S O N D	Half 1, 2021 J F M A M J	Half 2, 2021 J A S O N D	Half 1, 2022 J F M A M J	Half 2, 2022 J A S O N D	Half 1, 2023 J F M A M J	Half 2, 2023 J A S O N D	Half 1, 2024 J F M A M J	Half 2, 2024 J A S O N D	Half 1, 2025 J F M A M J	Half 2, 2025 J A S O N D	Half 1, 2026 J F M
1	PRELIMINARY PLANS	285 days	3/1/2021	4/1/2022	285 days  PRELIMINARY PLANS											
2	WORKING DRAWINGS	79 days	10/15/2022	2/1/2023	79 days  WORKING DRAWINGS											
3	DSA FINAL APPROVAL	109 days	2/1/2023	7/1/2023	109 days  DSA FINAL APPROVAL											
4	ADVERTISE BID FOR CONSTRUCTION	54 days	9/1/2023	11/15/2023	54 days  ADVERTISE BID FOR CONSTRUCTION											
5	AWARD CONSTRUCTION CONTRACT	34 days	11/15/2023	12/30/2023	34 days  AWARD CONSTRUCTION CONTRACT											
6	CONSTRUCTION WORK	66 days	1/1/2024	4/1/2024	66 days  CONSTRUCTION WORK											
7	ADVERTISE BID FOR EQUIPMENT (DELIVERY & INSTALLATION)	66 days	12/1/2023	3/1/2024	66 days  ADVERTISE BID FOR EQUIPMENT (DELIVERY											
8	MOVE & OCCUPANCY	11 days	4/1/2024	4/15/2024	11 days  MOVE & OCCUPANCY											
9	COMPLETE PROJECT	12 days	4/15/2024	4/30/2024	12 days  COMPLETE PROJECT											

Project: RCC - Throwing Sports Field Renovation
Date: 1/12/2023

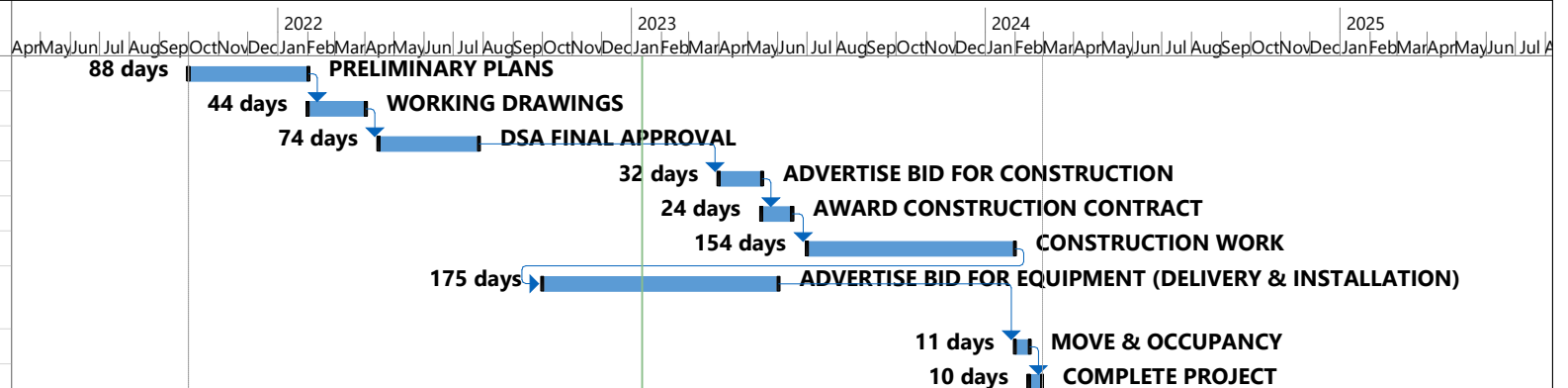


Task		Inactive Task		Manual Summary Rollup		External Milestone	
Split		Inactive Milestone		Manual Summary		Deadline	
Milestone		Inactive Summary		Start-only		Progress	
Summary		Manual Task		Finish-only		Manual Progress	
Project Summary		Duration-only		External Tasks			

RIVERSIDE 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	32 days	4/1/2023	5/15/2023
5	AWARD CONSTRUCTION CONTRACT	24 days	5/15/2023	6/15/2023
6	CONSTRUCTION WORK	154 days	7/1/2023	1/31/2024
7	ADVERTISE BID FOR EQUIPMENT (DELIVERY & INSTALLATION)	175 days	10/1/2022	6/1/2023
8	MOVE & OCCUPANCY	11 days	2/1/2024	2/15/2024
9	COMPLETE PROJECT	10 days	2/15/2024	2/28/2024



Project: RCC - TSS Department Relocation
Date: 1/12/2023



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	Half 2, 2020												Half 1, 2021												Half 2, 2021												Half 1, 2022												Half 2, 2022												Half 1, 2023												Half 2, 2023											
					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																																										
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: 1/12/2023




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	Days	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 1, 2024	Half 2, 2024	Half 1, 2025	Half 2, 2025	Half 1, 2026						
1	PROJECT APPROVAL	72 days	1/6/2020	3/17/2020	72	PROJECT APPROVAL																		
2	FEASIBILITY & PLANNING PHASE	409 days	3/17/2020	4/30/2021	409	FEASIBILITY & PLANNING PHASE																		
3	DEVELOPMENT PHASE	123 days	5/1/2021	8/31/2021	123	DEVELOPMENT PHASE																		
4	EXECUTION PHASE	1462 days	8/31/2021	8/31/2025	1462	EXECUTION PHASE																		

Project: RCCD - Districtwide Solar Plan
Date: 1/23/2023

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			

Moreno Valley College

2021-22 SM Scheduled Maintenance Projects - Tracking Log

Updates as of:
12/9/2022

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	<i>Project deleted, funds transferred</i>
Replace playground equipment - ECEC	\$ 205,400	In Progress	Yes	TBD	Dec 22'	No	Submitted DSA Check 11/ 22' Extension Required through Dec 2023
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	\$ 27,815	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	\$ 989,903	In Progress	No	11/16/2022	TBD	No	Low Bid OCS Construction Extension Required through Dec 2023
Replace Fan Coils and Blowers - student services	\$ 200,000	Will Be processed with SS Renovation Project	No	Dec 22'	5/23 - 5/24	No	Kitchel CM Extension Required through May 2024
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	N/A	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	N/A	No	6/9/2022	8/06/22 - 8/30/22	No	Completed
Replace A/C Units PSC-1 & Student Activities	\$ 30,000	N/A	No	9/31/22	12/1/22 - 1/31/23	No	Ordering Componets Extension Required through Dec 2023
Replace flooring at Science and Tech	\$ 120,000		No	TBD	TBD	No	User groups meetings Extension Required through Dec 2023
Replace Transformers at Humanities Bldg.	\$ 50,000	N/A	No	TBD	TBD	No	JCA writing SOW Extension Required through Dec 2023

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	Student Service, Applied Technology Elevator construction and inspection has been completed. Theater construction in progress anticipated completion date 1/25/23.
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	W+W currently in process of answering DSA V2 comments. Expect approval within within the next 2 weeks. Rev. 1/20/23. Extension Required through Dec 2023
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 Sent to Purchasing 8-8-22	No	11/2/21-11/30/21	1/10/22-1/24/22	No	Materials expected to be delivered on 1/24/23. Anticipated construction to begin week of 1/30/23.
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	Pending district purchasing approval for materials.
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	Construction kick off meeting 1/12/23. Construction to start 1/30/23.
Fire alarm panel replacements	\$ 150,000	Submitted 10-21-22	No	1/10/23-2/10/23	3/15/23-4/15/23	No	Working with grounds department to identify drought native plants.
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	10/21/2022	No	08/27/22-09/15/22	12/5/22-1/9/23	No	Completed

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	30 Day Extension Required
Replace Floor Tile & Expand Doorways - Bradshaw	\$ 650,000	Sent to Purchasing 1-25-22	N	tbd	tbd	No	Project submitted to DSA on 11/7/22 Extension Required through Nov 2024
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	Feasibility 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	6-2-22 to 7-23-22	11-14-22 to 2-15-23	No	Project 85% complete. Awaiting parts to finish project. Units are operable.
Replace HVAC Controllers- MLK	\$ -	Sent to Purchasing 1-24-22	Y				Project canceled, funds transferred
Replace Boilers - Digital Library	\$ 182,000	Sent to Purchasing 1-25-22	N	2-15-22 to 3-15-22	3-1-23 to 4-1-23		Boilers on order
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	1-23-23 to 2-2-23	tbd	No	Bid Walk scheduled for 1/23/23.
Replace Roof - Facilities Bldg	\$ 140,000	Sent to Purchasing 11-22-22	Y	12-21-22 to 1-4-23	tbd	No	Bid walk scheduled for 12/12/22.
Paint Exterior of Facilities Bldgs	\$ 165,422		N	tbd	tbd	No	Project scheduled to go to bid early 2023.
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	8-26-22 to 9-28-22	1-12-23 to 2-4-23	No	Project in progress.
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	tbd	tbd	No	DSA approval received. Scheduled to go to bid early 2023.
Re-Roof MLK	\$ 690,050	Sent to Purchasing 1-10-22	Y	tbd	tbd	No	DSA approval received. Scheduled to go to bid early 2023. 30 Day Extension Required
Modernize Elevator - Tech B	\$ 350,000	Sent to Purchasing 1-19-22	Y	12-6-22 to 1-17-23	tbd	No	DSA approval received. Bid walk was held 12/6/22. 30 Day Extension Required
Replace Boilers - Cosmetology	\$ -	-				No	Project canceled, funds transferred
Elevator Equipment Replacement at Elevator Tower #1 - Art (Phase II)	\$ 350,000	To be revised	y		6-12-22 to 1-18-23	No	NOC issued 1/18/23
Infrastructure Upgrade - Cutter Pool	\$ -	Project Canceled	-			-	Project canceled, funds transferred
12 KV Loop Improvement	\$ 150,000	Sent to Purchasing 9-13-22	N	11-3-22 to 11-22-22	tbd		Project is in award process. Extension Required through Nov 2024
Replace Chillers at MTSC and Nursning Chiller Plant (Ph.1)	\$ 1,705,000	Sent to Purchasing 10-5-22	Y	tbd	tbd	Yes	Architectal contract in award process. Extension Required through Nov. 2024

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

2018-19 SM Funds must be expended by: 6/30/2022

Extension granted to expend funds by end of year

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

Moreno Valley College

2022-23 SM Scheduled Maintenance Projects - Tracking Log

Updates as of:
1/23/2023

Project Name	Project Total	Capital Summary Form	DSA	Bid Dates	Construction Dates	EEM or ECM	Status/Notes
Replace Exhaust Supply Fans - Library and Science & Technology Bldgs.	\$ 212,460						
Re-Roof Library	\$ 272,460						
Rebuild Built Up Roofing on MPR	\$ 50,000						
Repair Roofing Dental A, B, and C	\$ 50,000						
Remove and Replace BUR Roofing at ECEC	\$ 70,800						
Remove and Replace Rain Gutter System - ECEC	\$ 20,000						
Replace Inverter at Library	\$ 30,000						
Replace Ceiling at Library	\$ 250,000						
Replace Flooring - Library	\$ 185,000						
Remove and Replace Entry Roads	\$ 500,000						
Paint Hallways at Humanities	\$ 200,000						
Paint Exteriors of PSC's, Warehouse, and MPR	\$ 331,012						
Re-Roof SS	\$ 218,652						
Re-Flooring Humanities 1st Floor	\$ 79,287						
Total	\$ 2,469,671						
Total 2022-23 SM Allocation	\$ 2,469,671						

Funds must be encumbered by: 6/30/2027
Funds must be expended by: 6/30/2027

Norco College

2022-23 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
ATEC 2nd Floor Walk Deck Repair & Repaint	\$ 20,505	12/13/2022	N	11/7/2022	2/6/23-2/13/23	N	Construction starts 2/6/23-2/13/23
Replacement of AC/Chillers - Bldg F2 (Energy Efficiency)	\$ 2,000,000					Y	Working with Mehran. Pending reports from ACCS
Interior Painting of Classrooms (Science & Technology, Theater, Humanities, Library, and Applied Technology)	\$ 120,000	1/9/2023	N	2/7/2023	6/12/23-7/12/23	N	Invite 1/17/23, Job walk 1/24/23, Bids due 2/7/23. Project to start week after commencement.

Total \$ 2,140,505
Total 2021-22 SM Allocation

Funds must be encumbered by: 6/30/2027
Funds must be expended by: 6/30/2027

Riverside City College

2022-23 Scheduled Maintenance Projects - Tracking Log

Project Name	Project Total	Capital Summary Form	DSA	Bid Dates	Construction Dates	EEM or ECM	Status/Notes
Replace Split System - Art	\$ 150,000.00		N				
Throwing Sports Field Renovation	\$ 2,000,000.00		Y				
Replace Chiller, Air Handlers, Boilers, and Controllers - Cosmetology Building	\$ 2,000,000.00	Sent to Purchasing 10-5-22	Y				
Upgrade Fire Alarm System - ECS	\$ 140,000.00		Y				
Replace Lighting Inverter - MLK	\$ 25,000.00		N				
Replace Chillers at MTSC and Nursing Chiller Plant (Ph. 2)	\$ 309,634.00		Y				
Replace 6 HVAC Units - Tech A Bldg. (Energy Efficiency)	\$ 150,000		N			Y	
Replace HVAC Controllers - MLK (Energy Efficiency)	\$ 300,000		Y			Y	
Replace Lighting Control Systems - MTSC (Energy Efficiency)	\$ 200,000		N			Y	
Replace Lighting Control Systems - Nursing (Energy Efficiency)	\$ 150,000		N			Y	
Replace (35) Fan Coils at Quad (Energy Efficiency)	\$ 770,000		N			Y	
Upgrade Fire Alarm System - Cosmetology	\$ 130,000		Y				
Replace Boilers - Bradshaw*	\$ 120,000		N				
Chiller Replacement - Quad Building*	\$ 550,000		Y				
Replace Split Systems - ECS*	\$ 90,000		N				
Replace A/C Units at Business Education*	\$ 171,000		N				
Replace A/C Units at Career Closet*	\$ 30,000		N				
Replace A/C Units at Evans Field*	\$ 60,000		N				
Replace A/C Units at Facilities Bldg*	\$ 30,000		N				
Replace A/C Units at Grounds Bldg*	\$ 30,000		N				
Replace Boilers at Huntley Gym*	\$ 200,000		Y				
Replace A/C Units at Huntley Gym*	\$ 60,000		N				
Replace A/C Units at Landis*	\$ 70,000		N				
Replace A/C Units Maintenance Shop*	\$ 30,000		N				
Replace A/C Units at MLK*	\$ 60,000		N				
Replace A/C Units at Annex Complex*	\$ 30,000		N				
Replace A/C Units at Parking Structure*	\$ 120,000		N				
Replace A/C Units at Pilates Studio*	\$ 120,000		N				
Replace A/C Units at Music Hall - Stover*	\$ 150,000		N				
Replace A/C Units at Information Services*	\$ 30,000		N				
<i>*Locally Funded</i>	Total \$	8,275,634					
	Total 2021-22 SM Allocation \$	6,324,634					

District Allocation

2022-23 SM Scheduled Maintenance Projects - Tracking Log

District Allocation	Project Total	Capital Summary Form	DSA	Bid Dates	Construction Dates	EEM or ECM	Status/Notes
District-Wide Solar & Battery Storage Project (Energy Efficiency)	\$ 4,936,749	1/23/2023	Y	TBD	08/2024 - 8/2025	Y	Project in design phase
	Total \$	4,936,749					

Funds must be encumbered by: 6/30/2027
 Funds must be expended by: 6/30/2027

Board of Trustees Regular Meeting (VI.Y)

Meeting	January 17, 2023
Agenda Item	Other Items (VI.Y)
Subject	Other Items Resolution No. 38-22/23 Authorizing the General Contractors Prequalification Package for the Moreno Valley College Student Services Renovation Project
College/District	Moreno Valley College
Funding	Moreno Valley College Measure C Allocation, Moreno Valley College General Funds and State 2021/22 Scheduled Maintenance Funding Allocation
Recommended Action	Recommend approving Resolution No. 38-22/23 for the General Contractors Prequalification Package for the Moreno Valley College Student Services Renovation Project.

Background Narrative:

The Board of Trustees approved the Student Services renovation project and project budget in the total amount of \$6,700,000 for Moreno Valley College.

The project received Division of the State Architect's approval with construction contracts scheduled for bid in February 2023 and award in May 2023.

Pursuant to Public Contract Code 20651, California Community Colleges are required to competitively bid public works projects and award to the lowest responsive and responsible bidder. Public Contract Code 20651.5 also authorizes Districts to prequalify contractors/bidders prior to submitting competitive bids.

In an effort to improve the quality of work and performance of contractors who are bidding on projects, prequalifying contractors on specific qualification criteria is a recommended best practice. Prequalifying contractors is designed to develop pools of primes and contractors by license classifications. Only those who meet the minimum requirements will be eligible to submit a bid proposal for the construction project. The prequalification process will benefit the District as follows: 1) encourage local attendance of contractors and increase local labor participation; 2) determine the contractor's financial capability to complete the project prior to bids; 3) enhance the quality of performance and delivery of the project safely and timely, and; 4) eliminate contractors with a history of litigation, claims, and performance failures.

To prequalify general contractors, Public Contract Code Section 20656.5 requires the awarding body to adopt a resolution to: 1) use a standardized questionnaire and financial statement in a form specified by the public entity; 2) adopt and apply a uniform system of rating bidders on objective criteria, and; 3) create an appeal procedure for pre-qualification denials.

The Board of Trustees previously authorized a general contractors prequalification package in connection with the Life Science and Physical Science Reconstruction for Business Education and Computer Information System Project at Riverside City College.

It is recommended that the Board of Trustees authorize general contractors prequalification package Board Resolution No. 38-22/23 for the Moreno Valley College Student Services Renovation Project.

Prepared By: Aaron S. Brown, Vice Chancellor, Business and Financial Services
Hussain Agah, Associate Vice Chancellor, Facilities Planning and Development

Majd Askar, Vice President, Business Services, Moreno Valley College
Misty Griffin, Director, Business Services
Mehran Mohtasham, Director, Capital Planning
Bart Doering, Facilities Development Director

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOLUTION NO. 38-22/23 AUTHORIZING GENERAL CONTRACTORS
PREQUALIFICATION PACKAGE FOR
MORENO VALLEY COLLEGE STUDENT SERVICES RENOVATION
PROJECT**

WHEREAS, the Riverside Community College District (“District”) desires to engage in a public works construction project involving the construction of the Student Services Renovation Project for Moreno Valley College; and

WHEREAS, Public Contract Code section 20651.5 authorizes the District to prequalify bidders by requiring that each prospective bidder for a contract complete and submit a standardized questionnaire and financial statement, including a complete statement of the prospective bidder’s experience in performing public works; and

WHEREAS, Public Contract Code section 20651.5 authorizes the District to adopt and apply a uniform system of rating bidders (“Uniform System”) on the basis of completed questionnaires and financial statements (collectively “Questionnaire”), in order to determine the size of the contracts upon which each bidder shall be deemed financially qualified to bid; and

WHEREAS, the Questionnaire must be verified under oath by the bidder in the manner in which civil pleadings and civil actions are verified; and

WHEREAS, responses to the Questionnaire are not public records and will not be open to public inspection; and

WHEREAS, each Questionnaire submitted by a prospective bidder will be scored in accordance with the Uniform System; and

WHEREAS, District staff desires to prequalify prospective bidders for the Student Services Renovation Project for Moreno Valley College.

NOW, THEREFORE, the Board of Trustees of the Riverside Community College District does hereby find, resolve, determine, and order as follows:

Section 1. The above-listed recitals are incorporated as if fully set forth herein.

Section 2. The Board of Trustees hereby establishes a prequalification process under Public Contract Code section 20651.5 for the Student Services Renovation Project for Moreno Valley College.

Section 3. The prequalification program shall utilize the Questionnaire and Uniform System attached hereto as Exhibit “A” and incorporated herein.

Section 4. The Chancellor, or Chancellor’s designee(s), shall have the authority to revise or modify the Questionnaire and Uniform System in any manner necessary to comply with Public Contract Code section 20651.5 and any other relevant and/or applicable statute.

Section 5. The Chancellor, or Chancellor’s designee(s), shall have the authority to: (1) determine whether a potential bidder shall be considered prequalified; (2) hear and oversee prequalification determination appeals; and (3) take any other action necessary to comply with the intent of this Resolution, or the law, as such law(s) may be amended in the future.

Section 6. This Resolution shall take effect upon adoption by the Board.

ADOPTED this 17th day of January, 2023.

President, Board of Trustees
Riverside Community College District

EXHIBIT “A”

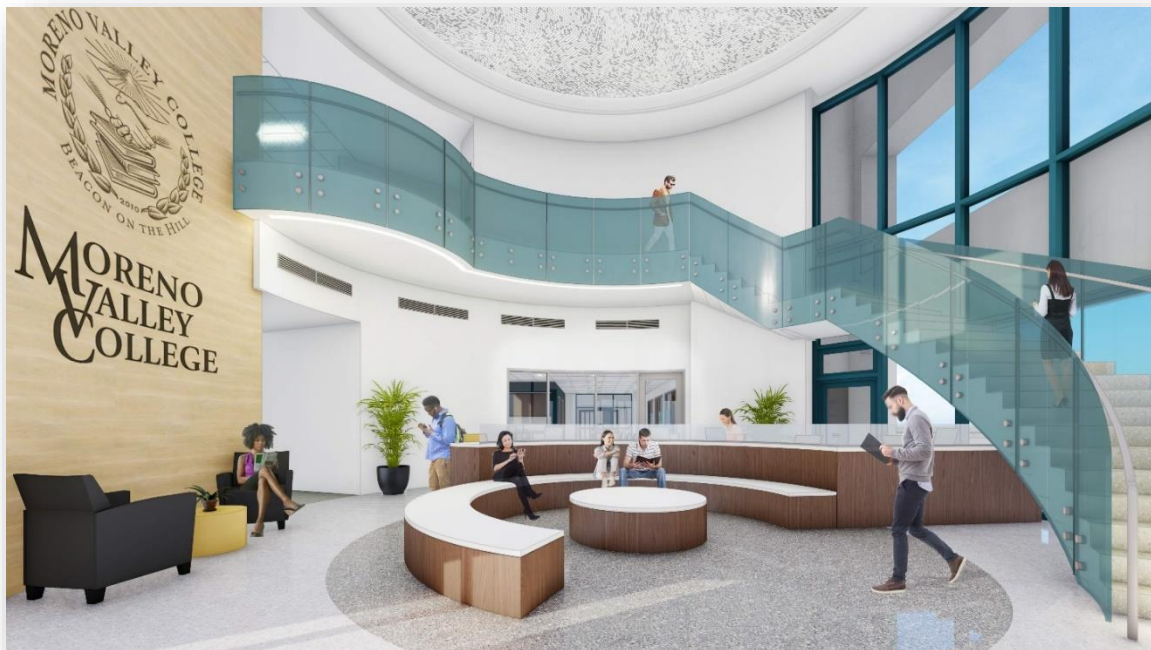
GENERAL CONTRACTOR PREQUALIFICATION PACKAGE
FOR PREQUALIFICATION OF PROSPECTIVE BIDDERS
PURSUANT TO PUBLIC CONTRACT CODE SECTION 20651.5

(Exhibit to begin on the next page.)

RIVERSIDE COMMUNITY COLLEGE DISTRICT

REQUEST FOR QUALIFICATION NO. 28-22/23-3

GENERAL CONTRACTOR (GC) LICENSE “B” PREQUALIFICATION



FOR STUDENT SERVICES RENOVATION PROJECT MORENO VALLEY COLLEGE

RFQ# 28-22/23-3

Information Package

Issued on January 18, 2023

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Application for Contractor Prequalification

PROJECT: Moreno Valley College Student Services Renovation Project

RFQ NUMBER: 28-22/23-3

ANTICIPATED BID DATE: February 2023

START OF CONSTRUCTION: May 2023

PREQUALIFICATION DUE DATE: Tuesday, February 7, 2023 prior to 3:00 PM

1. PREQUALIFICATION PROCESS

Pursuant to Public Contract Code section 20651.5, this prequalification is for General Contractor (Design-Bid-Build Delivery Method) associated with renovation of the Moreno Valley College Student Services project. The project is a complete renovation of the existing Student Services building totaling 14,365 Gross Square Foot of building. Project includes demolition, and complete renovation of the existing 3-story Student Services Building to transform the building for the following programs: Basic Service Needs (Food Pantry), Health Center, Veterans Resource Center, Student Lounge, Art Studio, EOPS/CARE, UB/TRIO, and administration offices. The Project partially funded by the Riverside Community College District's Measure C General Obligation Bond Program and Local Contribution and MVC Scheduled Maintenance 2021/22. As a condition of bidding, prospective applicants are required to submit to the District a completed prequalification package as specified in the "Submission of Completed Applications" section below. This Application and all attachments incorporated by reference therein are **not** public records and are **not** open to public inspection.

Only prospective applicants meeting the "Minimum Criteria for Prequalification", as set forth in the following Application for Contractor Prequalification, will be eligible to submit a bid proposal for the above listed project. Contractor prequalification status will be verified upon submission of bid proposals. Prequalification Document and Applications must be received by **3:00 PM, Tuesday, February 7, 2023**, delivered electronically to the District's Purchasing Office sent via email to Melinda Chavez (Purchasing Specialist) at Bids@rccd.edu.

The District reserves the right to reject any or all prequalification applications that are non-responsive, and to waive minor irregularities or informalities in any Application or in the prequalification process. Furthermore, the designation of a contractor as "prequalified" does not in any way waive or reduce the requirements established for the submission of a bid proposal. The District will evaluate all bid proposals for completeness and accuracy.

2. ABOUT THE RIVERSIDE COMMUNITY COLLEGE DISTRICT (RCCD)

Riverside Community College District (RCCD) is a three-college, higher education community college system serving the 1.4 million people living in Riverside County. Student enrollment is nearly 60,000 and growing at our Moreno Valley, Norco, and Riverside City colleges and at least 68% of our students are on some form of financial support. Our three colleges offer higher education opportunities to social-economically challenged areas and populations. All three colleges are federally designated Hispanic Serving Institutions (HSI).

3. ABOUT MORENO VALLEY COLLEGE (MVC)

The Moreno Valley College is fast becoming the health education center of choice in the Inland Empire with strong programs in health sciences, human, and public services. Each semester, more than 15,000 students pursue associate's degrees, transfer to a four-year college or university, or a career certificate that qualifies them to enter their chosen field. MVC offers instruction at two sites, a main campus located in the city of

Moreno Valley and an off-campus site, the Ben Clark Training Center, located approximately 11 miles from the main campus. In March of 2010, Moreno Valley College was accredited and recognized by the Board of Governors of the California Community Colleges as the 111th community college in the state. Moreno Valley College's main campus is approximately 140 acres.

4. ABOUT THE DISTRICT SERVICES

Riverside Community College District (DISTRICT) through its Facilities Planning and Development (FPD) unit supports the educational mission of 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 DISTRICT administers the capital facilities improvements to ensure compliance with the District Strategic Plan and Colleges Facilities Master Plans (FMPs), and manages the planning, development and implementation of the District Five (5) Year Capital Outlay plan and Long-term Capital Facilities program. The DISTRICT is also responsible for formulating, promoting, guiding, and administration of district policies and procedures associated with planning, design, and construction and development functions.

5. ABOUT PROJECT CONSULTANTS

PROJECT ARCHITECT – 19.6 Architects located at 250 East Rincon Street, Suite 108, Corona, CA 92879.
Monisha Adnani - Principal Architect

PROJECT CONSTRUCTION MANAGER – KITCHELL located at 3600 Lime Street, Suite 523, Riverside, CA 92501. Jeremy Judd - Project Executive

6. ABOUT MEASURE C

In March 2004, the electorate of Riverside Community College District passed Measure C authorizing the issuance of \$350,000,000 of general obligation bonds to finance the acquisition, construction, improvement and renovation of educational facilities at Moreno Valley College (MVC), Norco (NC), and Riverside City Colleges (RCC). Thus, the District utilized the Measure C authorization to a greater extent than anticipated through 2019 by expending, committing, or designating all of the total authorization.

Measure C delivered better educational programs at MVC, NC, RCC and the District. A detail of Measure C Capital Facilities Program achievements can be found here: [Measure C Summary Report from 2004-2019](#). Given the tremendous enrollment growth experienced by each of the colleges since 2004, funding to provide current, state-of-the-art facilities to meet the needs of the District's students remains a challenge.

7. ABOUT MEASURE C CITIZEN BOND OVERSIGHT COMMITTEE

A Citizens' Bond Oversight Committee (CBOC) keeps the public informed about how Measure C proceeds are used through annual reports to the Riverside Community College District Board of Trustees and the public.
<https://www.rccd.edu/committees/cboc/Pages/index.aspx>

8. PREQUALIFICATION SUBMITTAL SCHEDULE

Time is of the essence. Submitting Firms will be expected to adhere to the required dates and times.

Request for Qualification Submittal Schedule:

PREQUALIFICATION	DATE
ISSUE RFQ	01/18/2023
REQUEST FOR CLARIFICATIONS DUE BY 3:00 PM	01/27/2023
RFQ ADDENDUM ISSUED BY	02/01/2023
RFQ DUE TO DISTRICT BY 3:00PM	02/07/2023
DISTRICT TO NOTIFY RECOMMENDED PREQUALIFIED GENERAL CONTRACTOR TO BOARD	02/10/2023
ANTICIPATED BOARD OF TRUSTEES APPROVAL OF GENERAL CONTRACTOR PREQUALIFICATION	02/21/2023
ANTICIPATED NOTICE INVITING BIDS FOR MVC STUDENT SERVICES RENOVATION PROJECT	02/22/2023
ANTICIPATED BOARD OF TRUSTEES APPROVAL OF GENERAL CONTRACTOR BIDS AND AWARD BY	04/18/2023
ANTICIPATED START OF CONSTRUCTION	05/01/2023

9. SUBMISSION OF COMPLETED APPLICATIONS

Prequalification Documentation and Applications must be received by 3:00 PM, Tuesday, February 07, 2023, delivered electronically to the District’s Purchasing Office sent via email to Melinda Chavez at Bids@rccd.edu.

By submitting a prequalification application, prospective applicants agree that the District, in determining a contractor’s eligibility for bidding, may consider the contractor’s experience, performance under other contracts, financial condition, and other factors, which could affect the contractor’s performance on the Project.

10. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) INFORMATION

Each applicant submitting a proposal to complete the work, labor, material, and/or services (“Work”) subject to this procurement must be a Department of Industrial Relations (“DIR”) registered contractor - pursuant to Labor Code §1725.5. An applicant who is not DIR registered contractor when submitting a proposal for the Work is deemed “not qualified” and the proposal of such an Applicant will be rejected for non-responsiveness.

Pursuant to Labor Code §1725.5, all subcontractors identified in an Applicant’s subcontractors’ list shall be DIR registered contractors as well. An affirmative and on-going obligation of the contractor under the contract documents is the contractor’s verification that all subcontractors, of all tiers, are at all times during performance of the work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any subcontractor of any tier to perform any work without the Contractor’s verification that all such subcontractors are in full and strict compliance with DIR Registration requirements.

11. PREQUALIFICATION SUBMITTAL PACKAGE

A complete submission will be comprised of a fully completed, signed, and electronic submission containing **ALL** of the following:

- Part I:** Contractor Declaration;
- Part II:** Prequalification Questionnaire (Essential Requirements and Rated Questions);
- Part III:** Experience and References;
- Part IV:** Financial Rating;
 - A. Affidavit of Contractor;
 - B. Attachment #1 Certificate of Accountant (Audit of a Financial Statement)
 - C. Attachment #2 Certificate of Accountant (Review of a Financial Statement)
 - D. Attachment #3 General Letter of Credit

Part V: Additional Prequalification Documents;

- A. California Contractor License Board with Proof of Licensure;
- B. Department of Industrial Registration;
- C. Certificate of Insurance;
- D. Verification of Workers' Compensation Insurance;
- E. Surety Letter;
- F. Explanations (as appropriate).

Prospective applicants must furnish **ALL** of the above-listed items and are solely responsible for ensuring the completeness and accuracy of information provided. Failure to comply with this requirement may cause rejection of the Application as being non-responsive. Each Pre-Qualification Application must be signed under penalty of perjury in the manner designated on the "Affidavit of Contractor" by an individual who has the legal authority to bind the Contractor.

12. MINIMUM CRITERIA FOR PREQUALIFICATION

In order to pre-qualify to bid on the Project, a Contractor must meet the minimum criteria for each of the following four categories:

1. Meet all "Essential Requirements" for prequalification;
2. Meet or exceed a score of **Hundred (100)** points on the rated questionnaire;
3. Demonstrate through reference the minimum required experience on projects;
4. Demonstrate the financial capacity to perform this Project as evidenced by the Contractor's financial statements.

13. NOTIFICATION OF PREQUALIFICATION RESULTS

The following procedures can apply, at the Applicant's request, when an Applicant does not receive Prequalification status and wishes to challenge that decision. It is important to note that just because an Applicant does not receive Prequalification status, it does not mean that the District has determined that an Applicant is a non-responsible applicant. To the contrary, it simply means that the Applicant has not qualified for Prequalification status under this Prequalification Program and the project(s) subject to it. Also, it is important to note that just because an Applicant does not receive Prequalification status, it does not mean that the Applicant cannot submit bids or proposals on other District projects that are not subject to this Prequalification Program.

An Applicant that is denied Prequalification status can appeal that decision unless the Applicant has failed to properly complete the Prequalification Questionnaire and provide all of the required documents identified in the Prequalification Questionnaire. An Applicant's fees, costs, and expenses, of every kind, for the appeal shall be undertaken at the Applicant's sole expense and shall not be reimbursed for same by the District. An Applicant initiates an appeal by delivering to the District's Authorized Representative a written notice requesting a hearing and setting forth the specific basis of the appeal. The Applicant must deliver the written notice to Riverside Community College District Attn: Misty Griffin, Misty.Griffin@rccd.edu, within five (5) business days following the date of the District's notice that the Applicant has not received Prequalification status.

An Applicant waives the ability to appeal the District's decision if it fails to deliver the written notice within five (5) business days. The written notice must set forth, in detail, all facts (and include all documents) the Applicant

wishes to rely on to challenge the District's decision. An Applicant will not be permitted to add new facts after the close of the five (5) business day deadline. The District's Vice Chancellor, Business and Financial Services, or designee, will conduct a hearing on the appeal no later than five (5) business days following the Contractor's delivery of the written notice of appeal. The District may or may not, in its discretion, respond to the appeal before the hearing. The hearing will be informal and it is not an evidentiary hearing (i.e. there will be no evidentiary objections or the direct/cross examination of witnesses). At the hearing, the Applicant will be given the opportunity to present its arguments based on the facts and contentions submitted timely in writing and reasons in opposition to the District's decision to deny Prequalification status. The hearing officer will consider all evidence, information, documents and arguments submitted by the Applicant, the District's response thereto, and any other information, documents, evidence and/or arguments the hearing officer deems relevant. Within five (5) business days following the hearing, the hearing officer, will provide a written decision whether the Applicant is prequalified or not. The written decision is the final determination of the issue, and the Applicant shall have no further administrative appeals. The procedure and time limits set forth above are mandatory and an Applicant's sole and exclusive remedy in the event of a challenge to the District's decision on Prequalification status. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the challenge, including without limitation, filing a Government Code claim or other legal proceeding.

END OF RFQ INSTRUCTIONS

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PART I. CONTRACTOR DECLARATION

General Contractor (as name appears on license): _____

Address: _____

Phone: _____ FAX: _____

Email: _____

California Contractors License:

License No(s): _____ Primary License class: _____ Expiration Date: _____

CA Department of Industrial Relations (DIR) # _____

Type of Firm: (check one) Individual _____ Corporation _____ Partnership _____

Other (specify) _____

Tax I.D. No.: _____ Date Business Formed: _____

Date incorporated (if applicable): _____ State of Incorporation: _____

OWNERS, OFFICERS, AND PRINCIPALS (including Responsible Managing Officer and Responsible Managing Employee)			
<i>Name</i>	<i>Years with Firm</i>	<i>Position</i>	<i>% of Ownership</i>

If answering “yes” to any of the below-listed questions, explain on a separate signed page.

Have the firm’s owners, officers, and/or principals (including the RMO/RME) ever been licensed under a different name or license number? Yes _____ No _____

Have officers or principals of firm ever had their Contractor’s licenses suspended or revoked? Yes _____ No _____

Has there been any change in the control of the firm in the last five years?

Yes _____ No _____

Are any of the firm's owners, officers, and/or principals connected with any other companies as a subsidiary, parent, or affiliate?

Yes _____ No _____

END OF PART I

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PART II: PREQUALIFICATION QUESTIONNAIRE

Section 1A: Essential Requirements

The Contractor is disqualified if the answer to any of questions 1 through 8 in this section is “No” or the answer to any of questions 9 through 13 in this section is “Yes.”

1. Does the Contractor possess a valid and current California Contractor’s license or other professional license as required by law applicable to the Project (B License)?

_____ Yes _____ No

2. Has the Contractor attached a Certificate of Insurance demonstrating a valid insurance policy with a policy limit of at least \$2,000,000 (general aggregate) \$1,000,000 (each occurrence), Automobile Liability \$1,000,000, Worker’s Compensation \$1,000,000. Insurance Company must be from a California admitted carrier with a financial rating of at least an A status.

_____ Yes _____ No

3. Has the Contractor attached verification of a current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code sections 3700 et. seq.?

_____ Yes _____ No _____ Exempt (Contractor has no employees)

4. Has the Contractor has attached the latest copy of a complete **audited or reviewed** set of financial statements with accompanying notes and supplemental information. (A DISTRICT Consultant or representative will be reviewing this statement only)

_____ Yes _____ No

5. Has the Contractor attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance, NOT by the Contractor’s agent or broker) authorized to issue bonds in the State of California, which states that the Contractor has a current available bonding capacity to cover this Project?

_____ Yes _____ No

6. Contractor meets the minimum experience requirements as set forth in Part III, Sections A, B, C?

_____ Yes _____ No

7. Contractor has an Experience Modification Rate (EMR) (California workers’ compensation insurance) average for the past three premium years of **1.00** or less over the last three years?

_____ Yes _____ No

List your firm's Experience Modification Rate (EMR) (California's workers' compensation insurance) for each of the past three premium years: (Note: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.)

Current Year: _____
Previous Year: _____
Year prior to previous year: _____

Proof of EMR rate from the WCIRB for each year in the form of an experience modification worksheet MUST be included with your prequalification packet. The following links are provided to assist submitter in obtaining the required forms necessary for submission:

- <http://www.wcirb.com/guide-to-workers-compensation/experience-rating/experience-rating-wksheet>
- <http://www.wcirb.com/learning/learning-center-overview>
- <http://www.wcirb.com/estimator>
- <http://www.wcirb.com/guide-to-workers-compensation/experience-rating>
- <http://www.wcirb.com/guide-to-workers-compensation/experience-rating/experience-period>

8. Is the Contractor currently registered and in good-standing with the California Department of Industrial Registrations for Public Works projects?

_____ Yes _____ No

9. Has the Contractor defaulted on a contract that caused a surety to suffer a loss on either a performance or payment bond in the past five (5) years?

_____ Yes _____ No

10. In the past ten years, has the Contractor had one or more of its construction contracts terminated due to contractor fault, prior to completion of the project?

_____ Yes _____ No

11. Has the Contractor's firm, or any owner, officer, or principal (including Responsible Managing Officer/Responsible Managing Employee) of the Contractor's firm declared bankruptcy or been placed in receivership within the past five years?

_____ Yes _____ No

12. In the past five (5) years, has the Contractor's firm, or any owner, officer, or principal (including Responsible Managing Officer/Responsible Managing Employee) of the Contractor's firm ever been found guilty of or liable for violating any federal, state, or local statute, regulation, or ordinance regarding a construction contract, which was not overturned on appeal?

_____ Yes _____ No

13. Has there been any occasion in the last five (5) years in which the Contractor or the Contractor's firm was required to pay back wages or penalties for failure to comply with California's prevailing wage laws? (Note: This question does not pertain to violations by a subcontractor.)

_____ Yes _____ No

Section 1B: Rated Questions

The Contractor must receive a minimum of **95** points out of a possible **125** points in this Section.

1. Number of years of experience as a general contractor in public works construction? _____ Years

15 + years - 10 points

10 to 14 years - 7 points

5 to 9 years - 3 points

0 to 4 years - 0 points

2. Number of years of experience in higher education construction? _____ Years

10 + years - 10 points

5 to 10 years - 7 points

2 to 5 years - 3 points

0 to 2 years - 0 points

3. Contractor has completed as a general contractor higher education projects of similar size, defined as projects greater than \$5 million major renovation projects within the past 8 years. Choose the one with the highest point value that Contractor meets.

10 or more completed projects - 10 points

5 to 9 completed projects - 7 points

1 to 4 completed projects - 3 points

0 completed projects - 0 points

4. Contractor has completed as a general contractor for California Community District (CCD) and/or K-12 projects under the Division of the State Architect jurisdiction of similar size, defined as projects greater than \$5 million major renovation projects within the past 8 years. Choose the one with the highest point value that Contractor meets.

10 or more completed projects - 10 points

5 to 9 completed projects - 7 points

1 to 4 completed projects - 3 points

0 completed projects - 0 points

5. Does the Contractor's business entity have a physical office location within the geographical boundaries of the Riverside Community College District (Moreno Valley, Perris, Riverside, Jurupa Valley, Corona, Norco, or Eastvale)? _____ Yes _____ No

If yes, please provide the address of your location: _____

Yes - 5 points

No - 0 points

6. The District is committed to local hiring on its construction projects. What percentage of Riverside County residents can you commit to employ on this Project? _____ Percent

Greater than 30% - 10 points

15% to 30% - 5 points

Less than 15% - 0 points

If Yes to any of the below-listed questions, explain on a separate signed page.

7. Has a claim or other demand been made against your firm's Bond that is filed with the California Contractors License Board in the last (10) years? _____ Yes _____ No

No - 5 points

Yes - 0 points

8. Has a complaint been filed against your firm's License with the California Contractors State License Board in the last (10) years? _____ Yes _____ No

No - 5 points

Yes - 0 points

9. Has the Contractor's firm, or any owner, officer, or principal (including Responsible Managing Officer/Responsible Managing Employee) of the Contractor's firm, ever been unable to obtain a bond or been denied a bond for a construction contract in the last five (5) years?

_____ Yes _____ No

No - 5 points

Yes - 0 points

10. In the last ten (10) years, has your firm ever failed to complete a construction contract within the authorized contract time? _____ Yes _____ No

No -5 points

Yes - 0 points

11. In the last (10) years, has your firm ever been declared in default of a construction contract?

_____ Yes _____ No

No - 5 points

Yes - 0 points

12. In the last (10) years, has your firm ever been assessed for liquidated damages under a construction contract with either a public or private owner? _____ Yes _____ No

No - 5 points

Yes - 0 points

13. Has any claim against your firm concerning work on a construction project ever been filed in court or submitted to arbitration or mediation by either a public or a private owner within the past 10 years?

_____ Yes _____ No. If yes, on how many occasions? _____

No occasions - 10 points
1 or 2 occasions - 5 points
More than 2 occasions - 0 points

14. Has your firm ever made any claim against a public or private owner concerning work or payment on a construction project and filed that claim in court or submitted the claim to arbitration or mediation within the past 10 years?

_____ Yes _____ No. If yes, on how many occasions? _____

No occasions - 10 points
1 or 2 occasions - 5 points
More than 2 occasions - 0 points

14. In the last ten (10) years, has any surety made any payments on your firm's behalf to satisfy any claims made against a payment or performance bond issued on your firm's behalf in connection with a public or private construction project?

_____ Yes _____ No. If yes, on how many occasions? _____

No occasions - 10 points
1 occasion - 5 points
More than 1 occasion - 0 points

15. Has the Occupational Safety and Health Administration (OSHA or Cal-OSHA) cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years? (Note: If you have filed an appeal of a citation and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)

_____ Yes _____ No

No - 5 points
Yes - 0 points

16. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor in the past five years? (Note: If you have filed an appeal of a citation and the appropriate appeals Board has not yet ruled on your appeal, you need not include information about it.)

_____ Yes _____ No

No - 5 points
Yes - 0 points

END OF PART II

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PART III: EXPERIENCE & REFERENCES

SECTION A: List references for at least two (2) public school, community college, or four-year university contracts of similar size, scope, and complexity completed within the past five years as a general contractor pursuant to California Public Works Law. Referenced projects must have a minimum contract value of \$5 million to be considered (Engineer’s estimate for this project is \$4.81 million). It is preferred that the references are for renovation and CCD projects.

Project 1:	
Name of Project:	
Project Description:	
Owner/Contact Person:	
Contact Number:	
Start Date:	Completion Date:
Contract Value:	Change Order Amount:
Disputed Contract (Yes/No)? <i>If yes, please explain on a separate signed page:</i>	

Project 2:	
Name of Project:	
Project Description:	
Owner/Contact Person:	
Contact Number:	
Start Date:	Completion Date:
Contract Value:	Change Order Amount:
Disputed Contract (Yes/No)? <i>If yes, please explain on a separate signed page:</i>	

Project 3:	
Name of Project:	
Project Description:	
Owner/Contact Person:	
Contact Number:	
Start Date:	Completion Date:
Contract Value:	Change Order Amount:
Disputed Contract (Yes/No)? <i>If yes, please explain on a separate signed page:</i>	

Project 4:	
Name of Project:	
Project Description:	
Owner/Contact Person:	
Contact Number:	
Start Date:	Completion Date:
Contract Value:	Change Order Amount:
Disputed Contract (Yes/No)? <i>If yes, please explain on a separate signed page:</i>	

Project 5:	
Name of Project:	
Project Description:	
Owner/Contact Person:	
Contact Number:	
Start Date:	Completion Date:
Contract Value:	Change Order Amount:
Disputed Contract (Yes/No)? <i>If yes, please explain on a separate signed page:</i>	

SECTION B: List references for at least two (2) Architects and/or Engineers with whom you have worked on projects of similar size, scope, and complexity in the past five years.

Project 1:
Name of Project:
Type of Construction/Project Description:
Architect:
Contact Number:
Project Completed on Time (Yes/No)? <i>If no, please explain on a separate signed page:</i>
Project Completed on Budget (Yes/No)? <i>If no, please explain on a separate signed page:</i>

Project 2:
Name of Project:
Type of Construction/Project Description:
Architect:
Contact Number:
Project Completed on Time (Yes/No)? <i>If no, please explain on a separate signed page:</i>
Project Completed on Budget (Yes/No)? <i>If no, please explain on a separate signed page:</i>

Project 3:
Name of Project:
Type of Construction/Project Description:
Architect:
Contact Number:
Project Completed on Time (Yes/No)? <i>If no, please explain on a separate signed page:</i>
Project Completed on Budget (Yes/No)? <i>If no, please explain on a separate signed page:</i>

SECTION C: List references for at least two (2) Division of State Architects (DSA) Inspectors with whom you have completed and certified projects of similar size, scope, and complexity in the past five years.

Project 1:	
Name of Project:	
Project Owner:	County, State Completed:
Type of Construction/Project Description:	
DSA Inspector:	
Contact Number:	
Notice of Completion Date:	DSA Project Certification Date:

Project 2:	
Name of Project:	
Project Owner:	County, State Completed:
Type of Construction/Project Description:	
DSA Inspector:	
Contact Number:	
Notice of Completion Date:	DSA Project Certification Date:

Project 3:	
Name of Project:	
Project Owner:	County, State Completed:
Type of Construction/Project Description:	
DSA Inspector:	
Contact Number:	
Notice of Completion Date:	DSA Project Certification Date:

Section D: List the present and all prior Sureties whom have provided a bond to your firm in the last five (5) years.

SURETY HISTORY		
Company & Address	Contact Name & Phone	Largest Bond

Single Project Bond Limit: _____

Aggregate Bond Capacity: _____

Total Value of Work in Progress: _____

Current Bond Rating: _____

END OF PART III

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PART IV: FINANCIAL RATING

The questionnaire responses and financial statements are **not** public records and are not open to public inspection pursuant to Public Contract Code section 20101. All information provided will be kept confidential to the extent permitted by law.

All prospective applicants must meet the following financial criteria based on the trade package for which the Application is being submitted when evaluating the lesser of:

- Fifteen times working capital (current assets minus current liabilities), OR
- Five times net worth (assets less liabilities, plus available letter of credit confirmed by bank letter), OR
- Annual Revenue times 30%

Prospective bidders **shall** provide each of the documents listed below in order to be deemed financially qualified to bid this project. Failure to complete and/or provide the information requested may result in disqualification.

A. Audited/Reviewed Financial Statements

Prospective Bidder must submit the most recent one (1) year of independently audited/reviewed financials including balance sheet, income statement, statement of cash flows and notes to the financials.

B. Certificate of Accountant

The certificate of an accountant licensed by the State of California will be required in all cases. A suggested form of a certificate for both an audit and a review is attached, (Attachment 1). The accountant may submit a certificate in his/her own words provided it does not include qualifications too extensive as to nullify the value of the statement or its usefulness to the DISTRICT.

C. General Letter of Credit (optional)

A Letter of Credit may be included in determining the Net Worth (assets less liabilities) of the contractor for the purposes of prequalification with the District. A suggested letter format is attached (Attachment 2). Banks may issue a Letter of Credit on its own letterhead, provided that the letter contains the same provisions, is addressed to the Riverside Community College District, and bears an original signature.

END OF PART IV

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A. AFFIDAVIT OF CONTRACTOR

The applicant of the foregoing answers and statements of experience and financial condition has read the same and the matters stated therein are true of his or her own knowledge. The applicant may be required to provide the District with any information necessary to verify information in this Application. Should the information in the Application at any time cease to accurately and completely represent the Applicant in any substantial respect, the Applicant will refrain from further bidding on the Project.

Attached is a certified copy of the minutes of the corporation indicating that the person whose signature appears below has authority to bind the corporation. For other types of organization, provide evidence in a form and substance acceptable to the District (such as a Power of attorney) that the person whose signature appears below has authority to bind the Contractor.

AFFIDAVIT OF AN INDIVIDUAL FOR A SOLE PROPRIETORSHIP:

I, _____, an individual, doing business as _____ hereby declare, by signing this affidavit, the foregoing statements to be true and correct and are made under penalty of perjury under the laws of the State of California.

PARTNERSHIP AFFIDAVIT:

I, _____, a partner of _____ hereby declare, by signing this affidavit, the foregoing statements to be true and correct and are made under penalty of perjury under the laws of the State of California.

CORPORATE AFFIDAVIT:

I, _____, the _____ of _____
(Title of Corporate Officer) (Full Corporate Name)
hereby declare, by signing this affidavit, the foregoing statements to be true and correct and are made under penalty of perjury under the laws of the State of California.

Executed this _____ Day of _____, 2016,

City of _____, County of _____,

State of _____.

Signature of Applicant _____

B. CERTIFICATE OF ACCOUNTANT

FOR AN AUDIT OF A FINANCIAL STATEMENT COMPLETE THIS CERTIFICATE

STATE OF _____

We have examined the Financial Statement of _____ as of _____. Our examination was made in accordance with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures, as we considered necessary in the circumstances.

In our opinion, the accompanying financial statement included on pages __to, inclusive, sets forth fairly the financial condition of _____ as of _____, in conformity with generally accepted accounting principles.

(Print Name of Firm)

(Accountant must sign here)

(Telephone No.)

(License No.)

Special Note to Accountant:

The above Certificate of Accountant shall not be made by any individual who is in the regular employ of the individual, partnership or corporation submitting the statement; or by any individual who is a member of the firm with more than a 10 percent financial interest.

C. CERTIFICATE OF ACCOUNTANT

FOR A REVIEW OF A FINANCIAL STATEMENT COMPLETE THIS CERTIFICATE

I (we) have reviewed the accompanying financial statement of _____ as of _____.
The information included in the financial statement is the representation of the management of the above firm.

Based on (our) review, with the exception of the matter (s), described in the following paragraph (s), (we are) not aware of any material modifications that should be made to the accompanying financial statements, in order for them to be in conformity with generally accepted accounting principles.

NOTE THIS REVIEW CONSISTS PRINCIPALLY OF INQUIRIES OF MANAGEMENT AND APPROPRIATE ANALYTICAL PROCEDURES APPLIED TO THIS FINANCIAL DATA. IT IS SUBSTANTIALLY LESS IN SCOPE THAN AN EXAMINATION IN ACCORDANCE WITH GENERALLY ACCEPTED AUDITING STANDARDS, THE OBJECTIVE OF WHICH IS THE EXPRESSION OF AN OPINION REGARDING THE FINANCIAL STATEMENTS TAKEN AS A WHOLE. ACCORDINGLY, WE HAVE NOT EXPRESSED SUCH AN OPINION.

(Print Name of Firm)

(Accountant must sign here)

(Telephone No.)

(License No.)

Special Note to Accountant:

The above Certificate of Accountant shall not be made by any individual who is in the regular employ of the individual, partnership or corporation submitting the statement; or by any individual who is a member of the firm with more than a 10 percent financial interest.

D. GENERAL LETTER OF CREDIT

TO: Riverside Community College District
3801 Market Street, 3rd Floor
Riverside, CA 92501

ATTN: Business & Financial Services

SUBJECT: **GENERAL LETTER OF CREDIT**

Reference is made to the prequalification of _____ (Name of Contractor).

Under the direction of the District pertaining to the construction, alteration, and maintenance of Riverside Community College District facilities, we certify that the above-named Contractor has been extended an unqualified line of credit not to exceed \$_____, and that such credit will not be withdrawn or reduced without 30 days written notice to the District.

It is understood that this Letter of Credit is to be used by the District solely for determining the financial resources of the Contractor for purposes of determining prequalification.

(Name of Bank) Bank No. Code_____

(Address)

(City)

By:_____

(Please type or print name & title)

PART V: REQUIRED ADDITIONAL PREQUALIFICATION DOCUMENTS

- A. CALIFORNIA CONTRACTOR LICENSE BOARD;
- B. DEPARTMENT OF INDUSTRIAL REGISTRATION;
- C. CERTIFICATE OF INSURANCE;
- D. VERIFICATION OF WORKERS' COMPENSATION INSURANCE;
- E. SURETY LETTER;
- F. EXPLANATIONS (AS APPROPRIATE).

PART VI: SELF-ASSESSMENT SHEET

Company Name: _____

PART I	Contractor Declaration			
	Section 2: if you answered "Yes" to any of the questions, did you provide a separate page of explanation with a signature?	Yes	No	N/A

Part II	Prequalification Questionnaire			
	Section 1B: if you answered "Yes" to any of the questions, did you provide a separate page of explanation with a signature?	Yes	No	N/A

Total Points Scored – Enter Value in Box at Right 

Part III	Experience & References		
	Section A: did you list at least 2 public school, community college, or four-year university projects completed within the last 5 years and valued at or above \$5 million?	Yes	No
	Section B: did you list at least 2 Architects and/or Engineer that you have worked on a project within the last 5 years?	Yes	No
	Section C: did you list at least 2 DSA Inspectors that you have worked on a project with within the last 5 years?	Yes	No

Part IV	Financial Rating		
	Did you provide the mandatory financial documents?	Yes	No

Signed Affidavit of Contractor?	Yes	No
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Copy of Certificate of Insurance?	Yes	No
--	-----	----

Proof of Worker's Comp Insurance?	Yes	No
--	-----	----

Notarized Surety Letter?	Yes	No
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Proof of EMR for each year from WCIRB?	Yes	No
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END OF RFQ

Board of Trustees Regular Meeting (VIII.D)

Meeting	January 17, 2023
Agenda Item	Resources (VIII.D)
Subject	Resources Committee Professional Services Agreement with DLR Group for the Inland Empire Technical Trade Center's Comprehensive Master Plan
College/District	District
Funding	Federal Grant
Recommended Action	Recommend approving the professional services agreement with DLR Group for the Inland Empire Technical Trade Center Comprehensive Master Plan in the total amount of \$800,000.

Background Narrative:

The District issued a Request for Qualifications and Proposals (RFQ/P) on October 5, 2022, via public advertisement, seeking higher education master planning consulting services to assist the District with planning and development of the Inland Empire Technical Trade Center (IETTC) Comprehensive Master Plan consisting of the Educational Master, Vision and Strategic Plans (EMVSP) and the Infrastructure and Facilities Master Plan (IFMP). The RFQ/P included a pre-established scoring matrix to evaluate the firm's qualifications, experience, project approach, and methodology. The RFQ/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 representatives from the District Office, Moreno Valley College, Norco College and Riverside City College, reviewed and scored each proposal independently in accordance with the RFQ/P requirements and invited five firms for interviews. The highest scoring firm was selected to negotiate the best and final fee proposal.

Based on evaluations of the fee proposals, qualifications, experience, and negotiated price, the committee recommends DLR Group to provide higher education master planning consulting services for the for the Inland Empire Technical Trade Center's Comprehensive Master Plan in the total amount of \$800,000. The term of the agreement is from January 25, 2023 to January 24, 2028.

Prepared By: Rebeccah Goldware, Vice Chancellor, Institutional Advancement & Economic Development
Debra Mustain, Interim Executive Director, Economic Development & Entrepreneurship Grants
Susan R. Mills, Vice Chancellor, Educational Services & Strategic Planning
Lynn Wright, Vice President, Academic Affairs, Riverside City College
Kaneesha Tarrant, Vice President, Student Services, Norco College
Majd Askar, Vice President, Business Services, Moreno Valley College
Aaron S. Brown, Vice Chancellor, Business and Financial Services
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development
Mehran Mohtasham, Director, Capital Planning
Misty Griffin, Director of Business Services

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 25th day of January in the year 2023 by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “DISTRICT,” and DLR GROUP, 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 consultant services for the INLAND EMPIRE TECHNICAL TRADE CENTER COMPREHENSIVE MASTER PLAN, hereinafter collectively referred to as the “PROJECT”; and

WHEREAS, CONSULTANT is fully licensed to provide these specialized 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”). Where the CONSULTANT’s WORK PLAN consists of a proposal or quote submitted in response to a Request for Proposals (“RFP”) from the DISTRICT, the CONSULTANT’s WORK PLAN shall be considered to include the DISTRICT’s RFP. The DISTRICT and CONSULTANT expressly agree to incorporate the terms and conditions of the DISTRICT’s RFP into this AGREEMENT by this reference and the PARTIES understand that the RFP shall constitute a binding part this AGREEMENT. In the event of a discrepancy, inconsistency, or other difference between the terms of the RFP or the CONSULTANT’s WORK PLAN with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall govern and control.
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 January 25, 2023 through January 24, 2028.
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 thirty (30) 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 **EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.)** 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 not applicable to this contract.

2. Allowances are estimated to be **FIFTY TWO THOUSAND DOLLARS (\$52,000)**, and this amount shall not be exceeded without the prior written approval of the DISTRICT, and shall be used at the discretion of the District.

3.

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 the DISTRICT harmless from all liability arising out of:

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

b. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify, defend and hold the DISTRICT harmless from any 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. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, 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. Any costs to defend under this Section b shall not exceed the CONSULTANT's proportionate percentage of fault; and

c. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any loss, injury to, 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 PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the CONSULTANT's proportionate percentage of fault.

d. 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.

e. 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:

DLR Group
Attn: Leigh Anne Jones
1650 Spruce Street, Suite 300
Riverside, CA 92507
Telephone: (951) 682-0470
Email: lajones@dlrgroup.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.

19. 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.

20. 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.

DLR GROUP

**RIVERSIDE COMMUNITY COLLEGE
DISTRICT**

By: _____

By: _____

Print Name: Leigh Anne Jones

Print Name: Aaron S. Brown

Title: Principal

Title: Vice Chancellor
Business & Financial Services

Date: _____

Date: _____

Address: 1650 Spruce Street, Suite 300
Riverside, CA 92507

Phone: (951) 682-0470

Fax:

Tax ID#:

Email: lajones@dlrgroup.com_____

EXHIBIT “A”

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

INTRODUCTION

Riverside Community College District procures this Sustainability and Energy Consultant Services to assist the District and its colleges with developing the Districtwide Sustainability and Environmental Responsibility Plan that consists of Sustainability/Climate Action and Integrated Energy Plans and to create various scopes of work as needed, provide climate action planning services and provide advice to maximize the use of current best practices, take advantage of savings by design, energy incentives, energy grants, energy audits, on-bill-financing programs, recommended procurement methods for various projects and develop strategies to integrate sustainability into the curriculum and college’s academic program.

The firm/team will work with the District Sustainability Committee, take an active leadership role in the entire process, make presentations to the Board of Trustees, Chancellor’s Cabinet, President’s Cabinets, District Strategic Planning Council, and other constituency groups as required when scheduled, and prepare the final documents.

These documents will include at the minimum:

Draft and final Sustainability and Environmental Responsibility Plan for the District’s three colleges utilizing the [California Community Colleges Sustainability Plan Guidebook \(Guidebook Plan\)](#) and [The Association for the Advancement of Sustainability in Higher Education, AASHE STARS](#) program, and the [current California Community Colleges Climate Change and Sustainability Policy](#) as a framework to approach sustainability planning, including what the plan should address and who should be involved. The plan should also incorporate the upcoming California Community College District Climate Change and Sustainability Policy that would be issued by the State Chancellor’s Office by the third quarter of this year.

The District generally utilizes the services of outside consultants to help ensure the District that its activities are in compliance with all applicable regulations and industry guidelines. Thus, the purpose of this contract is for the District to use this qualified Consultant with experience in developing sustainability plans and is familiar with the State’s Sustainability Plan Template.

BACKGROUND

Riverside Community College District Board of Trustees adopted board policy 5775 - Sustainability and Environmental Responsibility in January 25, 2011, which states in part, “The Riverside Community College District recognizes its responsibility to exercise environmental stewardship and to economically manage the use of buildings, land and natural resources. It is the intent of the district to create a set of operating principles and guidelines in the execution of its responsibilities to facilities’ design and operation; campus management and teaching and learning, thereby minimizing negative environmental impacts of activities under its control and oversight.”.

The Riverside Community College District is committed to taking active and timely actions to address climate change, improve environmental sustainability specifically through reductions in greenhouse gas emissions, and adopt new goals and directives that align with the vision and goals of various state policies

and regulations. This approach will seek to align the District with the policies of California Community College Chancellor's Office that align with the vision and pillars of the California Climate Change Scoping Plan and updated Federal, State, and Local rules, regulations and policies for climate action and sustainability initiatives.

The Riverside Community College District is interested in developing a District Sustainability and Environmental Responsibility Plan that follows the California Community College's Sustainability Plan Guidelines and the Association for the Advancement of Sustainability In Higher Education, AASHE STARS, in furthering Board Policy 5775, including meeting the objectives of the District Sustainability Committee that seeks to work with campus committees, district service communities, raise awareness and develop an action plan, and make recommendations concerning the climate action, environmental stewardship/responsibility, and conservation of energy and other resources.

In continuing the efforts to be a responsible partner and steward for managing its resources and being an environmentally responsible institution, the District desires to create and establish Sustainability and Environmental Responsibility Plan to further its vision, mission, goals and objectives.

The District consists of three colleges and an approved Education Center: Moreno Valley College (MVC), Norco College (NC), Riverside City College (RCC) and the Ben Clark Training Center (BCTC) that reports to Moreno Valley College.

The holistic approach to District Sustainability and Environmental Responsibility under this agreement has determined that Sustainability/Climate Action & Integrated Energy Plans are needed to align and integrate with the District Strategic Plan, Colleges' Strategic Plans, Colleges' Educational Master Plans, Colleges' Facilities Master Plans, District Five Year Capital Construction Plan, Districtwide Solar/Battery Planning Initiatives, Districtwide Capital Renewal Plan, Maintenance and Operation Plan, District Call to Action Plan, Fiscal Sustainability Plan, etc.

It is the District's vision of the sustainability planning efforts to address environmental and ecological health, and include human health and well-being, equity and social justice, and economic integrity.

The District Sustainability and Environmental Responsibility under this agreement will cover a variety of aspects of the District and its colleges' capital planning, operations, education, administration, and stakeholders - including but not limited to the following:

1. Academics and Curriculum
2. Greenhouse Gas Emission
3. Governance and Leadership
4. Diversity, Equity, and Inclusion
5. Investment, Resources, and Procurement
6. Campus Planning
7. Facilities and Landscape Maintenance
8. Communications and Engagement
9. Institutional Advancement and Workforce Development
10. Research and Community Outreach
11. Student Activities

12. Green Building Standards
13. Energy and Infrastructure
14. Residence Life and Food Services
15. Transportation
16. Waste Management

It is the intent of the District to utilize the successful Sustainability and Energy Consultant under this agreement as a resource for sustainability and energy planning including consultation services for a period of up to five years.

Using the components identified within California Community College's Sustainability Plan Guidelines and the Association for the Advancement of Sustainability in Higher Education, AASHE STARS, as framework. The task will be two-fold:

1. To develop Sustainability/Climate Action Plan that supplements/supports the District and Colleges' comprehensive master plans, develop strategies, goals, objectives, recommendations and prioritized programs for a holistic approach to climate action/sustainability/Resiliency planning efforts, and create road maps for the District zero net carbon and zero net energy plan;
2. To develop college's specific Integrated Energy Plan related to capital improvement projects including integrating best practices into projects identified in the latest District Five Year Capital Construction Plan, Colleges' Facilities Master Plans, and a District and its three campuses, and to develop the criteria necessary to complete the work of incorporating necessary plans into scheduled maintenance projects, other operational issues, and create implementation plan for the District zero net carbon and zero net energy plan.

SERVICES

Under this agreement, the District is interested in developing Districtwide Sustainability and Environmental Responsibility that consists of Sustainability/Climate Action & Integrated Energy Plans for the District and its three college: Moreno Valley College, Norco College, Riverside City College and the Ben Clark Training Center (BCTC) that use the California Community College's Sustainability Plan Guidelines and the Association for the Advancement of Sustainability In Higher Education, AASHE STARS, as a point of progress to furthering RCCD Board Policy 5775. Development of Sustainability/Climate Action & Integrated Energy Plans includes working with District sustainability committee, campus committees, raising awareness and making recommendations concerning the conservation of energy and other resources.

The scope of work will be divided into two sequential phases and will follow the California Community College's Sustainability Plan Guidelines and incorporate AASHE STARS guidelines and framework. Consultant will review the phases of work and make a recommendation if scope would better be served in the alternate phase. At the completion of the two phases, all topics in the California Community College's Sustainability Plan Guidelines Plan will be addressed:

Phase One:

Develop the criteria necessary for developing and implementing a holistic plan for Sustainability/Climate Action focusing on District organizational policies and procedures that support sustainability, student and

curriculum development, campus and community outreach and awareness and creation of a climate action policy and plan.

Phase Two:

Develop a plan supporting the design, construction and life cycle consideration of energy efficient buildings and utility systems, including energy conservation, behavioral changes, water conservation, solid waste reduction and management and the potential recently developed on-site generation and renewable energy in general, and more specifically as these issues relate to best practices for projects identified in the District's most recent Five Year Plan and Colleges' Facilities Master Plans.

OVERVIEW:

Utilizing the California Community College's Sustainability Plan Guidelines and the Association for the Advancement of Sustainability in Higher Education, AASHE STARS, assist the District in developing Sustainability/Climate Action & Integrated Energy Plans as well as Implementation Programs and Plans Checklists for each of the District's three campuses addressed in accordance with the descriptions noted in Phase One and Phase two above. *Phase One and Phase Two will run concurrently to conform to final deliverables under this Contract.*

1. Perform the following Tasks and Activities:

- a. Review and collect existing district data, energy audits and other reports to establish baseline information.
- b. Determine what information is useful, what data gaps may exist and items the District may be in need of addressing.
- c. Facilitate the step-by-step process of guiding the District through the Guidebook Plan and AASHE STARS in order to establish the District's position and/or strategy to address each section of the Guidebook Plan and AASHE STARS in accordance with phasing and in an appropriate fashion.
- d. Conduct Project planning, Kick-Off meetings, District Sustainability Committee meetings.
- e. Confirm vision, goals, criteria and timelines (Guidebook Plan and AASHE STARS).
- f. Define and prioritize potential programs and projects (Guidebook Plan and AASHE STARS) using the most recent Five-Year Plan as a point of progress. Outline strategies to meet the vision and goals, including the programs and projects once identified and prioritized.
- g. For programs identified, the Consultant is to include specific strategies for implementation and estimates of costs to execute them.
- h. Establish Performance Measurement and Reporting Protocols (Guidebook Plan and AASHE STARS)

2. Draft Report:

- a. Develop a draft report to be presented to the District Sustainability Committee at each of the District's three facilities including Action Plans and Implementation Checklists as deemed appropriate by the District.
- b. Identify any items, activities or projects completed by the District within the prior three years and current project which apply toward meeting the goals of the Sustainability/Climate Action & Integrated Energy Plans as well as new projects that would augment those defined in the District Five-Year Capital Construction Plan and Facilities Master Plans.
- c. The committees will provide feedback within four weeks of the presentations. The final report will incorporate comments received.

3. Final Reports:

- a. Finalize the Final Sustainability/Climate Action & Integrated Energy Plans to be presented to the steering committee at each of the District's three facilities as well as provided in both word or acceptable alternate and pdf formatting.

SCHEDULE:

The Sustainability and Energy Consultant Services effort, development of Sustainability/Climate Action & Integrated Energy Plans for the district's three campuses, is expected to begin upon Board approval at the June 2021 Board meeting with a Twelve (12) month duration for the initial work ending no later than June 2022 to develop the plans. The consultant is expected to continue its effort through December 2023 to refine, monitor, and address final program reviews by the District Sustainability Committee and other District communities.

TASKS:

The following are the expected tasks and deliverables associated with the Sustainability/Climate Action & Integrated Energy Plans Services effort. Each task will be accomplished during each of the phases as discussed under Services and Overview above. Phases One and Two are to be performed sequentially.

Task 1: Project Initiation

Meet with District Sustainability Committee to develop and finalize a detailed work plan and schedule which, at a minimum, will establish meeting and presentation schedules, clarify roles and responsibilities of both staff and consultant teams, and include an evaluation methodology, in accordance with Sustainability/Climate Action & Integrated Energy Plans Consultant Services terms and conditions are appropriate to meet the highest standard for the preparation of Sustainability/ Energy Plans. Deliverables:

1. Meeting notes
2. Final work plan and project schedule
3. Roles and Responsibilities Matrix
4. Evaluation methodology

Task 2: Research and Analysis Phase

Review available background materials and any other relevant information relating to the project including, but not limited to:

- a. Campus Building Profiles
- b. Energy Audits

Meet with staff members most knowledgeable about the Project. Deliverables:

- a. Summary of meeting notes with College representatives and key stakeholders
- b. Draft and final versions of Research and Analysis findings

Task 3: Implementation

Based upon comments and information received through Task 2, continue work identified under "Services" above.

Deliverables:

- a. Draft Sustainability/Climate Action Plan for the District & Integrated Energy Plans for each of the District's three campuses
- b. Final Sustainability/Climate Action Plan for the District & Integrated Energy Plans for each of the

- District's three campuses
- c. Presentations to District staff at the time of delivery of both draft and final Districtwide Sustainability and Environmental Responsibility Plan
 - d. Presentations to Board of Trustees, district communities, and others.

Task 4: Monitoring and Verification

Consultant is required to provide necessary services to refine, monitor, and address final programs reviews by the District Sustainability Committee and the District communities.

The consultant team is expected to meet on regular basis with the District Sustainability Committee to develop the plan layout and progress and meet with different individual groups to develop the sub-program as deemed necessary to complete the entire scope of work.

The sustainability & energy firm shall provide the following:

- **Training Requirements:** Training of District personnel as necessary and applicable to satisfy California Community College's Sustainability Plan Guidelines and the Association for the Advancement of Sustainability in Higher Education, AASHE STARS.
- **Experience:** Demonstrated experience in development of Sustainability Plans, experience with the California Community College's Sustainability Plan Guidelines and the Association for the Advancement of Sustainability in Higher Education, AASHE STARS knowledge of sustainability practices, programs, activities, projects, including monitoring and verification practices.
- **Technical Knowledge:** Understanding of California Community College's Sustainability Plan Guidelines and the Association for the Advancement of Sustainability in Higher Education, AASHE STARS. Ability to evaluate utility data, assist in establishing baseline data of energy use, and ability to facilitate walking step by step through the template sections and arriving at outcomes and deliverables. Identify any technical knowledge/expertise of team members in certain specialty areas as outlined in Sections 7 of the California Community College's Sustainability Plan Guidelines that may be beneficial in development of the Sustainability Plan.
- **Liaison with Regulatory Agencies:** Liaison with regulatory agencies is required in order to provide guidance to the District and others as deemed necessary. Demonstrated ability to communicate effectively with proper state representatives and has proven successful experience with undertaking such efforts on previous projects.
- **Adhere to Regulatory Agency Requirements:** Review, advise and undertake any regulatory agency reviews if needed to ensure the Sustainability Plan would meet the State Chancellor's Guidelines, the State Community College Board of Governors Energy and Sustainability Policies, including the District's Board of Trustees' Board Policy, taking into consideration the implementation of future projects. Assure the plan is aligned with such guidelines and regulatory requirements.
- **Attendance of Meetings and Other General Duties:** Must attend various stakeholder meetings; undertake a collaborative communication process between the District Office, the Colleges and other groups. Provide project oversight, lead and facilitate the process to develop Sustainability/Climate Action & Integrated Energy Plans.

SUSTAINABILITY AND ENERGY CONSULTANT SERVICES FEES

The Sustainability and Energy Consultant Services fees include:

1. Sustainability/Climate Action Planning Services – DISTRICT
2. Integrated Energy Planning Services – PER COLLEGE
3. Total Cost of Ownership – PER COLLEGE. Follow [APPA Leadership in Educational Facilities Standards](#) (or equivalent) to develop a campus-wide TCO module by leveraging all the information/data collection and programs developed in the sustainability plan.

Attached DLR Group Sustainability & Energy Proposal.

Section II: Project Fee Proposal

DLR Group's fee proposal is based on the Scope of Work outlined in the RFQ/P, as well as Addendums 1 and 2. If the scope of work changes, our fees may need to be adjusted.

PROJECT FEE SUMMARY

	DLR Group	Workforce/ Educational Planning Partner*	Fehrs & Peers (Transportation)	Kimley-Horn (Civil Engineering)	HL Construction (Cost Estimating)	Total
Education Master, Vision & Strategic Plan	\$97,000	\$140,000				\$237,000
Infrastructure & Facilities Master Plan (IFMP)	\$397,000		\$40,000	\$65,000	\$9,000	\$511,000
Subtotal	\$494,000	\$140,000	\$40,000	\$65,000	\$9,000	\$748,000
Allowances (Reimbursables + Potential Additional Scope)	\$52,000					\$52,000
Total Fee	\$546,000	\$140,000	\$40,000	\$65,000	\$9,000	\$800,000

HOURS BY PHASE

	DLR Group	Workforce/ Educational Planning Partner*	Fehrs & Peers (Transportation)	Kimley-Horn (Civil Engineering)	HL Construction (Cost Estimating)	Total
Education Master, Vision & Strategic Plan	564	813	0	0	0	1,377
IFMP - Analysis & Assessment	598	0	59	80	0	733
IFMP - Big Ideas/ Concepts	499	0	86	140	0	685
IFMP - Prioritization/ Implementation	443	0	86	142	52	715
IFMP - Final Documentation	621	0	30	26	0	669
Total Hours	2,725	813	227	362	52	4,179

* Final fee and hours split between DLR Group and Workforce/Educational Planning Partner may shift but overall EMVSP fee will be consistent at \$237,000 and approximately 1,377 hours.