

# CITIZENS' BOND OVERSIGHT COMMITTEE

Riverside Community College District

October 15, 2020 – 3pm

Via teleconference: <https://youtube.com/channel/UCGDo8aLHnvj4U5DspeHQjJA>

## ORDER OF BUSINESS

### Pledge of Allegiance

Pursuant to Governor Newsom's Executive Order N-29-20, dated March 17, 2020, members of the Citizens' Bond Oversight Committee (CBOC), staff and the public may participate in the CBOC meeting via teleconference. No in-person attendance will be accommodated or permitted. To avoid exposure to COVID-19 this meeting will be held via live streaming on the District's YouTube channel: <https://youtube.com/channel/UCGDo8aLHnvj4U5DspeHQjJA>

Should you wish to participate in public comments, please submit your comments electronically by emailing [cboc@rccd.edu](mailto:cboc@rccd.edu). Submissions by email must be received prior to 12pm the day of the meeting to be included.

- I. Call to Order
- II. Selection of Chair
- III. Public Comments  
CBOC invites comments from the public regarding any matters within the jurisdiction of the CBOC. Pursuant to the Ralph M. Brown Act, the CBOC cannot address or respond to comments made under Public Comment.
- IV. Welcome from BOT President Figueroa
- V. Bylaws
  - a. Staff Presentation  
*Discussion Item*
  - b. Formation of Ad Hoc Committee  
*Discussion Item*
- VI. Approval of Minutes
  - a. Minutes from July 16, 2020  
*Recommended Action: Approval*
  - b. Minutes from the July 23, 2020  
*Recommended Action: Approval*
- VII. Measure C Financial Update

- a. Report on Proposition 39 Funding Financial and Performance Audit and Letter - Presented by Heather McGee from CliftonLarsonAllen, LLP.  
*Information Only*
- b. Project Commitments Summary Report  
*Information Only*
- c. Capital Program Executive Summary (CPES) Report  
*Information Only*

VIII. Measure C Projects Update

- a. Board Reports – August 2020 through September 2020 Using Measure C Funding  
*Information Only*
- b. Measure C Project Summary Status Updates  
*Information Only*

IX. Business from Committee Members

- a. Campus Tours – Virtual  
*Discussion Item*
- b. Schedule CBOC Meeting  
*Discussion Item*

X. Adjourn

**INDEPENDENT CITIZENS' BOND OVERSIGHT COMMITTEE  
AMENDED AND RESTATED BYLAWS**

**Section 1. Committee Established.** The Riverside Community College District (the "District") was successful at the election conducted on March 2, 2004 (the "Election"), in obtaining authorization from the District's voters to issue up to \$350,000,000 aggregate principal amount of the District's general obligation bonds ("Measure C"). The Election was conducted under Proposition 39, being chaptered as the Strict Accountability in Local School Construction Bonds Act of 2000, at Section 15264 *et seq.* of the Education Code of the State ("Prop 39"). Pursuant to Section 15278 of the Education Code, the District is now obligated to establish an Independent Citizens' Bond Oversight Committee in order to satisfy the accountability requirements of Prop 39. The Board of Trustees of the Riverside Community College District (the "Board") hereby establishes the Independent Citizens' Bond Oversight Committee (the "Committee") which shall have the duties and rights set forth in these Bylaws. The Committee does not have independent legal capacity from the District.

**Section 2. Purposes.** The purposes of the Committee are set forth in Prop 39, and these Bylaws are specifically made subject to the applicable provisions of Prop 39 as to the duties and rights of the Committee. The Committee shall be deemed to be subject to the *Ralph M. Brown Public Meetings Act* of the State of California and shall conduct its meetings in accordance with the provisions thereof. The District shall provide necessary administrative support to the Committee as shall be consistent with the Committee's purposes, as set forth in Prop 39.

The proceeds of general obligation bonds issued pursuant to the Election are hereinafter referred to as "bond proceeds." The Committee shall confine itself specifically to bond proceeds generated under Measure C. Regular and scheduled maintenance projects and all monies generated under other sources shall fall outside the scope of the Committee's review.

**Section 3. Duties.** To carry out its stated purposes, the Committee shall perform the duties set forth in Sections 3.1, 3.2 and 3.3 and shall refrain from those activities set forth in Sections 3.4 and 3.5:

3.1 **Inform the Public.** The Committee shall inform the public concerning the District's expenditure of bond proceeds. In fulfilling this duty, all official communications to either the Board or the public shall come from the Chair acting on behalf of the Committee. The Chair shall only release information that reflects the majority view of the Committee

3.2 **Review Expenditures.** The Committee shall review expenditure reports produced by the District to ensure that (a) bond proceeds were expended only for the purposes set forth in Measure C; and (b) no bond proceeds were used for any inappropriate teacher or administrative salaries or other operating expenses, in accordance with Attorney General Opinion 04-110 issued on November 9, 2004.

3.3 **Annual Report.** The Committee shall present to the Board, in public session, an annual written report which shall include the following:

- (i) A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and

(ii) A summary of the Committee's proceedings and activities for the preceding year.

3.4 Duties of the Board/Chancellor. Either the Board or the Chancellor, as the Board shall determine, shall have the following powers reserved to it, and the Committee shall have no jurisdiction over the following types of activities:

- (i) Approval of construction contracts.
- (ii) Approval of construction change orders.
- (iii) Appropriation of construction funds.
- (iv) Handling of all legal matters.
- (v) Approval of construction plans and schedules.
- (vi) Approval of scheduled maintenance plans, and
- (vii) Approval of the sale of bonds.

3.5 Measure C Projects Only. In recognition of the fact that the Committee is charged with overseeing the expenditure of bond proceeds, the Board has not charged the Committee with responsibility for:

(i) Projects financed through the State of California, developer fees, redevelopment tax increment, certificates of participation, lease/revenue bonds, the general fund or the sale of surplus property without bond proceeds shall be outside the authority of the Committee.

(ii) The establishment of priorities and order of construction for the bond projects shall be made by the Board or the Chancellor.

(iii) The selection of architects, engineers, soils engineers, construction managers, project managers, CEQA consultants and such other professional service firms as are required to complete the project based on District criteria established by the Board or the Chancellor.

(iv) The approval of the design for each project including exterior materials, paint color, interior finishes, site plan and construction methods (modular vs. permanent) by the Board or the Chancellor and shall report to the Committee on any cost saving techniques considered or adopted by the Board.

(v) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary to support the activities of the Committee.

(vi) The approval of an annual budget for the Committee that is sufficient to carry out the activities set forth in Prop 39 and included herein.

(vii) The appointment or reappointment of qualified applicants to serve on the Committee.

**Section 4. Authorized Activities.**

4.1 In order to perform the duties set forth in Section 3.0, the Committee may engage in the following authorized activities:

(i) Receive copies of the District's annual independent performance audit and annual independent financial audit, required by Prop. 39 (Article XIII A of the California Constitution) (together, the "Audits") at the same time said Audits are submitted to the District, and review the Audits.

(ii) Inspect District facilities and grounds for which bond proceeds have been or will be expended, in accordance with any access procedure established by the District's Chancellor.

(iii) Review copies of scheduled maintenance proposals or plans developed by the District.

(iv) Review efforts by the District to maximize bond proceeds by implementing various cost-saving measures.

(v) Receive from the Board, within three months of the District receiving the Audits, responses to any and all findings, recommendations, and concerns addressed in the Audits, and review said responses.

**Section 5. Membership.**

5.1 Number.

The Committee shall consist of a minimum of seven (7) members appointed by the Board of Trustees from a list of candidates submitting written applications, and based on criteria established by Prop 39, to wit:

- One (1) student enrolled and active in a community college support group, such as student government.
- One (1) member active in a business organization representing the business community located in the District.
- One (1) member active in a senior citizens' organization.
- One (1) member active in a bona-fide taxpayers association.
- One (1) member active in a support organization for the District, such as a foundation.
- Two (2) members of the community at-large.

5.2 Qualification Standards.

- (i) To be a qualified person, he or she must be at least 18 years of age.
- (ii) The Committee may not include any employee, official of the District or any vendor, contractor or consultant of the District.

5.3 Ethics: Conflicts of Interest. Members of the Committee are not subject to Articles 4 (commencing with Section 1090) and 4.7 (commencing with Section 1125) of Division 4 of Title 1 of the Government Code and the Political Reform Act (Gov. Code §§ 81000 et seq.), and are not required to complete the Form 700. However, each member shall comply with the Committee Ethics Policy attached as “Attachment A” to these Amended and Restated Bylaws.

5.4 Term. Except as otherwise provided herein, each member shall serve a term of two (2) years, commencing as of the later of the date of appointment by the Board or the date at which the Amended and Restated Bylaws are approved by the Board. No member may serve more than three (3) consecutive terms. At the Committee’s first meeting, members may draw lots to select a minimum of two members to serve for an initial one (1) year term and the remaining members for an initial two (2) year term. Members whose term has expired may continue to serve on the Committee until a successor has been appointed.

5.5 Appointment. Members of the Committee shall be appointed by the Board through the following process: (a) the District shall advertise for members in accordance with its customary practices, including through local newspapers and the District website; (b) appropriate local groups will be solicited for applications; (c) the Chancellor or his or her designee will review the applications; and (d) the Chancellor or his or her designee will make recommendations to the Board.

5.6 Removal; Vacancy. The Board may remove any Committee member for any reason, including failure to attend two consecutive Committee meetings without reasonable excuse or for failure to comply with the Committee Ethics Policy. Upon a member's removal, his or her seat shall be declared vacant. The Board, in accordance with the established appointment process shall fill any vacancies on the Committee. The District shall seek to fill vacancies within 90 days.

5.7 Compensation. The Committee members shall not be compensated for their services.

5.8 Authority of Members. (a) Committee members shall not have the authority to direct staff of the District, (b) individual members of the Committee retain the right to address the Board, either on behalf of the Committee or as an individual; and (c) the Committee and its members shall have the right to request and receive only copies of reports and records relating to Measure C projects which have been prepared for the Board and which have become a public record.

**Section 6. Meetings of the Committee.**

6.1 Regular Meetings. The Committee is required to meet at least once a year including an annual organizational meeting, but may not meet more frequently than quarterly.

6.2 Location. All meetings shall be held within the jurisdiction of the Riverside Community College District, located in Riverside County, California.

6.3 Procedures. All meetings shall be open to the public in accordance with the *Ralph M. Brown Act*, Government Code Section 54950 *et seq.* Meetings shall be conducted according to such additional procedural rules as the Committee may adopt. A majority of the number of Committee members shall constitute a quorum for the transaction of any business.

**Section 7. District Support.**

7.1 The District shall provide to the Committee necessary technical and administrative assistance as follows:

(i) preparation of and posting of public notices as required by the *Brown Act*, ensuring that all notices to the public are provided in the same manner as notices regarding meetings of the District Board;

(ii) provision of a meeting room, including any necessary audio/visual equipment;

(iii) preparation and copies of any documentary meeting materials, such as agendas and reports; and

(iv) retention of all Committee records, and providing public access to such records on an Internet website maintained by the District.

7.2 District staff and/or District consultants shall attend all Committee proceedings in order to report on the status of projects and the expenditures of bond proceeds.

7.3 No bond proceeds of Measure C may be made to provide District support of the Committee.

**Section 8. Reports.** In addition to the Annual Report required in Section 3.3, the Committee may report to the Board from time to time in order to advise the Board on the activities of the Committee. Such report shall be in writing and shall summarize the proceedings and activities conducted by the Committee.

**Section 9. Officers.** The Board, upon the recommendation of the Chancellor, shall appoint the initial Chair of the Committee to serve for one year as Chair. Thereafter, the Committee shall elect the Chair and a Vice-Chair who shall act as Chair only when the Chair is absent. No person shall serve as Chair for more than three consecutive years.

**Section 10. Amendment of Bylaws.** Any amendment to these Bylaws shall be approved by a majority vote of the Board.

**Section 11. Termination.** The Committee shall automatically terminate and disband concurrently with the Committee's submission of its final Annual Report which reflects the final accounting of the expenditure of all of the proceeds of Measure C.

**CITIZENS' BOND OVERSIGHT COMMITTEE  
ETHICS POLICY STATEMENT**

This Ethics Policy Statement provides general guidelines for Committee members to follow in carrying out their roles. Not all ethical issues that Committee members face are covered in this Statement. However, this Statement captures some of the critical areas that help define ethical and professional conduct for Committee members. The provisions of this Statement were developed from existing laws, rules, policies and procedures as well as from concepts that define generally accepted good business practices. Committee members are expected to strictly adhere to the provisions of this Ethics Policy.

**POLICY**

- **CONFLICT OF INTEREST.** A Committee member shall not make or influence a District decision related to: (1) any contract funded by bond proceeds or (2) any construction project which will benefit the Committee member's outside employment, business, or a personal finance or benefit an immediate family member, such as a spouse, child or parent.
  
- **OUTSIDE EMPLOYMENT.** A Committee member shall not use his or her authority over a particular matter to negotiate future employment with any person or organization that relates to: (1) any contract funded by bond proceeds, or (2) any construction project. A Committee member shall not make or influence a District decision related to any construction project involving the interest of a person with whom the member has an agreement concerning current or future employment, or remuneration of any kind. For a period of two (2) years after leaving the Committee, a former Committee member may not represent any person or organization for compensation in connection with any matter pending before the District that, as a Committee member, he or she participated in personally and substantially. Specifically, for a period of two (2) years after leaving the Committee, a former Committee member and the companies and businesses for which the member works shall be prohibited from contracting with the District with respect to: (1) bidding on projects funded by the bond proceeds; and (2) any construction project.
  
- **COMMITMENT TO UPHOLD LAW.** A Committee member shall uphold the federal and California Constitutions, the laws and regulations of the United States and the State of California (particularly the Education Code) and all other applicable government entities, and the policies, procedures, rules and regulations of the Riverside Community College District;
  
- **COMMITMENT TO DISTRICT.** A Committee member shall place the interests of the District above any personal or business interest of the member.



EXHIBIT B  
FULL TEXT BALLOT PROPOSITION  
OF THE RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOND MEASURE ELECTION MARCH 2, 2004

The following is the full proposition presented to the voters of the Riverside Community College District.

**“Riverside Community College Improvement Measure.** To improve local student access to job training and four-year college preparation classes, improve campus safety, add and upgrade science, health, technology, academic classrooms/laboratories; expand public safety, police, firefighting, paramedics and healthcare training facilities; repair, acquire, construct, equip buildings, sites, classrooms; shall Riverside Community College District issue \$350,000,000 in bonds, at legal rates, with no proceeds going to the State, all funds remaining locally, independent **citizen oversight**, guaranteed **annual audits**, and no money for administrators’ salaries?”

Bonds - Yes

Bonds – No

**PROJECTS**

The Board of Trustees of the Riverside Community College District evaluated the District’s urgent and critical facility needs, including safety issues, enrollment growth, class availability, energy cost reduction and information and computer technology, in developing the scope of projects to be funded, as outlined in the Riverside Community College District Facilities Improvement Plan, dated and approved by the Board of Trustees on December 3, 2003, incorporated herein, and as shall be further amended from time to time. In developing the scope of projects the faculty, staff and students have prioritized the key health and safety needs so the most critical needs are addressed. The Board conducted independent facilities evaluations and received public input and review in developing the scope of college facility projects to be funded. This input of faculty, community and business leaders concluded that if these needs were not addressed now, the problems would only get worse. **In identifying the most urgent projects, the Board of Trustees made four important determinations:**

- (i) **Riverside Community College must both upgrade laboratories for science, health and technology programs and expand facilities for public safety and healthcare training programs like police, paramedics, nursing and firefighting;**
- (ii) **Riverside Community College must provide facilities and classes for academic programs for students who want to transfer to four-year colleges;**
- (iii) **In tough economic times community colleges, including Riverside Community College, are critically important to re-train people who want to expand their job skills; and**
- (iv) **Riverside Community College must provide a place of learning where recent high school graduates and adults, as well as other individuals who qualify for admission, can come to receive an education in a broad range of subjects.**

## CLASSROOM BUILDINGS AND FACILITIES

- Build and acquire college classrooms, facilities and sites to accommodate more students who want to enroll in classes and improve the quality of learning and expand academic and workforce learning opportunities. Renovate and upgrade buildings, facilities, maintenance areas, police station, data processing building, gym, fields and classrooms for safety, efficiency, and expanded enrollment. **Upgrade laboratories for science, health and technology programs.** Upgrade early childhood education classrooms and facilities to train teachers, student center, business education, life science and physical science facilities.
- Redesign and wire classrooms and buildings to increase the uses of technology, computers and high speed Internet access for teaching including enhancement of distance learning.
- Build new academic classroom facilities and increase classes in math, English, fine and performing arts and languages.
- **Expand Riverside Community College Campus in Norco to Accommodate Growth and Increasing Student Enrollment:** Upgrade classrooms, provide permanent classrooms, labs, job training and college transfer counseling including “college status” facilities for engineering, architecture, science, academic studies, humanities, student activities, computer and technology studies, manufacturing and environmental science, upgrade technology infrastructure; build a new student/academic services center, labs for performing arts, alternative energy cogeneration facility, warehouse, parking lot, academic classrooms, science labs and lecture hall.
- **Expand Riverside Community College Campus in Moreno Valley to Accommodate Growth and Increasing Student Enrollment:** Provide “college status” permanent classrooms, labs, job training and college transfer counseling buildings and facilities including a health technology center, student support building, technology lab, upgrade technology infrastructure, Internet access, library, maintenance facility, add parking structure, and alternative energy, cogeneration plant.

## JOB AND CAREER TRAINING PROJECTS

- **Provide facilities for nursing training and other professions that will allow Riverside Community College to increase the number of trained nurses, medical assistants, physician assistants, dental hygienists, emergency medical technicians and paramedics, and help relieve the serious shortage of healthcare professionals in the local area.**
- **Provide public safety, sheriff/fire training classrooms to train fire fighters, police officers and other public safety personnel in administration of justice, fire fighting technology, and police officer standards.**
- Build new classrooms for job training and retraining, workforce preparation and skills upgrading.

## HEALTH AND SAFETY PROJECTS

- Repair and maintain deteriorating campus flooring, roofs, walls, windows, plumbing and electrical systems.
- Install new fire alarm and communication systems and energy efficient lighting.
- Reduce earthquake risks by seismic retrofitting older buildings.

- Upgrade water, storm drains, sewer, mechanical, heating, ventilation and gas infrastructure to current safety codes.
- Improve facilities and sites to meet legal requirements for disabled persons access.

#### **SITE SAFETY AND SECURITY PROJECTS**

- Improve pedestrian access routes across campus for safety.
- Improve campus safety and security by adding exterior lighting.
- Implement safety upgrades to relieve traffic flow and parking congestion, build parking facilities.
- Repair or replace outdated natural gas, water, sewer, storm drain systems.
- Acquire property to expand student capacity.
- Improve emergency access and evacuation routes to improve student safety, redesign campus road network to eliminate dangerous intersections and unsafe conditions, reduce gridlock, improve pedestrian safety and increase access for emergency vehicles.

#### **ENERGY EFFICIENCY IMPROVEMENT PROJECTS**

- Replace/upgrade energy systems, heating, electrical, ventilation and air conditioning systems and related utility systems.
- Construct an alternative energy cogeneration facility to provide an alternative source of energy in emergency situations.

#### **REFINANCE EXISTING OBLIGATIONS TO LOWER COSTS AND INCREASE FUNDS AVAILABLE FOR INSTRUCTION AND ONGOING MAINTENANCE OF CLASSROOMS AND BUILDINGS**

Listed repairs, rehabilitation projects and upgrades will be completed as needed. Each project is assumed to include its share of equipment, architectural, engineering, and similar planning costs, construction management, and a customary contingency for unforeseen design and construction costs. The allocation of bond proceeds will be affected by the District's receipt of State bond funds and the final costs of each project. The budget for each project is an estimate and may be affected by factors beyond the District's control. The final cost of each project will be determined as plans are finalized, construction bids are awarded, and projects are completed.

The bond program is designed to provide facilities which will serve current and expected enrollment. In the event of an unexpected slowdown in development or enrollment of students at the college, certain of the projects described above will be delayed or may not be completed. In such case, bond money will be spent on only the most essential of the projects listed above. Bond money must all be spent locally on Riverside Community College facilities and projects. The District will work with the Citizens' Oversight Committee on prioritizing those projects in the event factors beyond the District's control require that projects be reconsidered.

**FISCAL ACCOUNTABILITY. THE EXPENDITURE OF BOND MONEY ON THESE PROJECTS IS SUBJECT TO STRINGENT FINANCIAL ACCOUNTABILITY REQUIREMENTS. BY LAW, PERFORMANCE AND FINANCIAL AUDITS WILL BE PERFORMED ANNUALLY, AND ALL BOND EXPENDITURES WILL BE MONITORED BY AN INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE TO ENSURE THAT FUNDS ARE SPENT AS PROMISED AND SPECIFIED. THE CITIZENS' OVERSIGHT**

**COMMITTEE MUST INCLUDE, AMONG OTHERS, REPRESENTATION OF A BONA FIDE TAXPAYERS ASSOCIATION, A BUSINESS ORGANIZATION AND A SENIOR CITIZENS ORGANIZATION. NO DISTRICT EMPLOYEES OR VENDORS ARE ALLOWED TO SERVE ON THE CITIZENS' OVERSIGHT COMMITTEE.**

NO ADMINISTRATOR SALARIES. PROCEEDS FROM THE SALE OF THE BONDS AUTHORIZED BY THIS PROPOSITION SHALL BE USED ONLY FOR THE CONSTRUCTION, RECONSTRUCTION, ACQUISITION, REHABILITATION, OR REPLACEMENT OF COLLEGE FACILITIES, INCLUDING THE FURNISHING AND EQUIPPING OF COLLEGE FACILITIES, AS DESCRIBED, AND NOT FOR ANY OTHER PURPOSE, INCLUDING FACULTY, STAFF AND ADMINISTRATOR SALARIES AND OTHER OPERATING EXPENSES. BY LAW, ALL FUNDS CAN ONLY BE SPENT ON THE DESCRIBED PROJECTS.

MINUTES OF THE CITIZENS' BOND OVERSIGHT COMMITTEE MEETING  
JULY 16, 2020

Members Present

Dwight Tate  
Eva Petty  
Fauzia Rizvi  
Jason Hunter  
Michael Vahl  
Patricia Reynolds  
Philip Falcone  
Warren Avery

Staff Present

Aaron Brown, Vice Chancellor, Business and Financial Services  
Rebeccah Goldware, Vice Chancellor, Institutional Advancement and Economic Development  
Hussain Agah, Associate Vice Chancellor, Facilities Planning and Development  
Bart Doering, Director, Facilities Development  
Majd Askar, Director, Business and Financial Services  
Marisa Yeager, Director, Government Relations

PLEDGE OF ALLEGIANCE

Member Falcone led the Pledge of Allegiance.

CALL TO ORDER

Rebeccah Goldware, Vice Chancellor, Institutional Advancement and Economic Development acting in lieu of a Chair, called the Citizens' Bond Oversight Committee (CBOC) meeting to order at 3:07pm via teleconference.

INTRODUCTION OF NEW MEMBERS

Vice Chancellor Goldware introduced the new members: Dwight Tate, College Advisory Organization; Eva Petty, Student Representative; Fauzia Rizvi, Community Member-at-Large; Patricia Reynolds, Tax-Payer Association; and Warren Avery, Business Community.

Vice Chancellor Goldware thanked Jason Hunter on behalf of the administration and Trustees for fulfilling two years of service on this committee due to the term end date in August.

COMMITTEE ORGANIZATION - SELECTION OF CHAIR AND VICE CHAIR

The floor was open for discussion for the selection of Chair and subsequently, a Vice Chair for the CBOC. Nominations were asked for. Member Petty asked about Member Hunter's nomination at the last CBOC meeting and if the term limit needed to be discussed. Member Hunter stated the nomination would be accepted by Member Petty for Member Hunter be elected as Chair.

Member Petty moved to nominate Member Hunter for Chair. There were no other nominations or discussion. Motion carried. (Vote: 7 ayes, 1 no)

Chair Hunter called for Vice Chair nominations. Chair Hunter discussed that at the last CBOC meeting Member Petty was nominated for Vice Chair and Chair Hunter would like to nominate Member Petty again as Vice Chair. Motion carried. (Vote: 8 ayes)

### COMMENTS FROM THE PUBLIC

Chair Hunter requested public comments be held at the beginning of the meeting. There was no opposition and all members agreed to an extra comment period at the beginning of the meeting.

The public comments structure was discussed by Chair Hunter and how public comments should be submitted to District staff as stated on the CBOC Agenda, but no comments were received in advance to today's meeting. This will be addressed on the next CBOC meeting agenda per staff.

### MINUTES OF THE CBOC MEETING OF FEBRUARY 4, 2020

Chair Hunter moved that the CBOC members approve the minutes of the CBOC Meeting of February 4, 2020. Motion carried. (Vote: 8 ayes)

### MEASURE C FINANCIAL UPDATE

Majd Askar, Director, Business and Financial Services presented the Measure C Financial Update. The Project Commitments Summary Report highlighted information from the expense report from April 2020 through June 2020. The Capital Program Executive Summary (CPES) Report was discussed for the quarter and Chair Hunter asked about spending all of the Measure C funds.

### MEASURE C PROJECTS UPDATE

Hussain Agah, Associate Vice Chancellor, Facilities Planning and Development presented the Board Reports from April 2020 through June 2020 Using Measure C Funding and Measure C Project Summary Status updates. No questions or public comments were received for this item.

### BUSINESS FROM COMMITTEE MEMBERS

#### REVIEW OF DRAFT 2019-20 CBOC ANNUAL REPORT

Vice Chancellor Goldware provided the Draft 2019-20 CBOC Annual Report to the committee. Chair Hunter discussed the history of the CBOC Annual Reports to members and members thanked staff for the production of the report.

Chair Hunter moved the committee approve the Draft 2019-20 CBOC Annual Report. Motion carried. (Vote: 8 ayes)

Chair Hunter asked staff to notify the committee when the report goes to the Board of Trustees for approval and encouraged the committee to attend the future Board meeting. No questions or public comments were received for this item.

### ICBOC BYLAWS

Chair Hunter requested the Independent Citizens' Bond Oversight Amended and Restated Bylaws be discussed with the committee. Chair Hunter provided an interpretation of the committee's history, purpose and defined the word independence.

Chair Hunter proposed three amendments to the bylaws: (1) Add a Section 5.5.1 that states that members of the committee may be reappointed by the committee upon request subject to Section 5.4 which describes the terms. (2) Section 5.6 recommend the change to read that the committee may remove any committee member for cause. A committee member shall be sufficiently noticed

of the allegations and have an opportunity to respond at the next committee meeting to any such proposed removal. Upon a member's removal, his or her seat shall be declared vacant. The Board in accordance with the established appointment process, shall fill any vacancies on the committee and the District shall seek to fill vacancies within 90 days. (3) Section 10 proposing any amendment to these bylaws shall be approved by the majority of the committee.

Chair Hunter asked for questions from the committee about the amendments and then opened the item for public comments. Member Reynolds and Rizvi asked to review the proposed bylaw changes in writing. Member Tate asked to move this item to the next CBOC meeting.

During member discussion about this item, Chair Hunter stated he had emailed committee members all of the proposed changes/amendments. Chair Hunter said that if anyone would like to have a copy of the proposed changes, he would send them. Staff requested a copy. Staff also noted concern of possible Brown Act violation.

Chair Hunter proposed postponing the item to the end of the meeting, allowing members time to review what was sent. Motion failed. (Vote: 3 ayes, 5 noes). Member Vahl motioned to table this item to a future meeting. Motion failed due to tie. (Vote: 4 ayes, 4 noes)

Chair Hunter motioned to adopt the current bylaws as recommended by adding Section 5.5.1; amending Section 5.6 and amending Section 10 as proposed by the Chair: (1) Adding a Section 5.5.1 that says, members of the committee may be reappointed by the committee upon request subject to Section 5.4. (2) Amending Section 5.6 to read the committee may remove any committee member for cause. A committee member shall be sufficiently noticed of the allegations and have an opportunity to respond at the next committee meeting to any such proposed removal. Keeping the rest of Section 5.6 the same beginning with, upon a member's removal. (3) Amending Section 10 to state that any amendments made to these bylaws shall be approved by the majority vote of the committee. Secondly, to form an ad hoc committee, led by the Chair, to vet the current bylaws and promote or propose any other changes at the next meeting for formal adoption of the full bylaws by the committee. Thirdly, to have the Chair write a letter to the Board explaining the changes made to the bylaws and requesting the committee have a more formal role in appointment process. Motion failed. (Vote: 3 ayes, 4 noes) Public comments were received after the discussion item.

#### GROUP VISIT TO THE CAMPUSES

Member Rizvi requested a tour of the District campuses for members to see the history of what has been done with Measure C. Member Petty asked if virtual tours would be made available for members. Vice Chancellor Brown said that the District would get back to the committee about a future tour and Chair Hunter would follow up with Vice Chancellor Brown on options for the tour. Public comments were received after the discussion item.

#### ADJOURNMENT

The CBOC Committee adjourned the meeting at 5:04pm.

MINUTES OF THE CITIZENS' BOND OVERSIGHT COMMITTEE  
SPECIAL MEETING  
JULY 23, 2020

Members Present

Dwight Tate  
Eva Petty  
Fauzia Rizvi  
Jason Hunter  
Michael Vahl  
Patricia Reynolds  
Philip Falcone  
Warren Avery

Staff Present

Dr. Wolde-Ab Isaac, Chancellor, RCCD  
Aaron Brown, Vice Chancellor, Business and Financial Services  
Rebecca Goldware, Vice Chancellor, Institutional Advancement and Economic Development  
Marisa Yeager, Director, Government Relations  
Renee Vigil, Executive Administrative Assistant, Institutional Advancement and Economic Development

PLEDGE OF ALLEGIANCE

Chair Hunter led the Pledge of Allegiance.

CALL TO ORDER

Call to order called at 4:06pm.

COMMENTS FROM THE PUBLIC

Chair Hunter invited the public to comment on the ICBOC at the beginning of the meeting. Vice Chancellor, Rebecca Goldware provided a statement to the committee about staff support and location of resources. Committee member Petty joined at 4:09pm. Public comment was provided by Leticia Pepper who spoke in support of changes to the Bylaws. Public comment was provided by Dvonne Pitruzzello about an application submission to serve on the CBOC and concerns about oversight committees. Point of order was received from Member Rizvi and concern was raised about an agenda not being approved in advance, but Chair Hunter stated this is not a part of the Bylaws or meeting rules. Chair Hunter said this can be discussed in the future. Public comment was received from Chancellor, Wolde-Ab Isaac. Anton Jungherr spoke in support to change the Bylaws. Public comment was provided by Yousuf (Joe) Bhaghani spoke about committee operations, structure and reason for change of the Bylaws.

ICBOC BYLAWS

Chair Hunter gave an introduction about the Bylaws and recapped about the prior July 16, 2020 CBOC meeting. Chair Hunter emphasized the changes of 43 words to the Bylaws. There are no meeting rules about the Bylaws and the Chair is open to this being discussed with the committee. Chair thanked the committee for their time and attendance at the meeting.

Chair Hunter provided an interpretation of the committee's history, purpose and defined the words "independent" and "oversight."



Chair Hunter proposed three amendments to the bylaws: (1) Add a Section 5.5.1 that states that members of the committee may be reappointed by the committee upon request subject to Section 5.4 of the Bylaws. (2) Section 5.6 recommend the change to read that the committee may remove any committee member for cause. A committee member shall be sufficiently noticed of the allegations and have an opportunity to respond at the next committee meeting to any such proposed removal. Upon a member's removal, his or her seat shall be declared vacant. The Board in accordance with the established appointment process, shall fill any vacancies on the committee and the District shall seek to fill vacancies within 90 days. (3) Section 10 proposing any amendment to these Bylaws shall be approved by the majority vote by the committee.

Chair Hunter invited public to comment on the ICBOC after the introduction of this item. Public comment was received from Anton Jungherr, Leticia Pepper and Raychelle Sterling who all spoke in support of changes to the Bylaws.

General comments were open to the committee on the merit of the changes of the Bylaws. Committee member Vahl motioned to table this item, suggested a subcommittee be created to discuss the Bylaws and to bring this item back in the future. Chair Hunter clarified if an ad hoc committee should be established before the October committee meeting. Committee member Petty disagreed with the suggestion of an ad hoc committee and did not agree to table to the item. Committee member Reynolds seconded the motion to table the item. Committee member Falcone requested the motion be defined again for the time frame and request to work with Anton Jungherr. Committee member Vahl redefined the motion as 1) tabling the item; 2) formation of an ad hoc committee and to meet with four committee members after Labor Day and 3) changes be suggested as appropriate to the Bylaws.

Motion tabled and passed. (Vote: 5 ayes, 3 noes) Member Falcone thanked Anton Jungherr. Member Vahl asked for Anton Jungherr's contact information be provided to the committee. Member Avery volunteered to serve on the ad hoc committee and member Rizvi appreciated the information shared by Jungherr. Chair Hunter shared his contact number with Anton Jungherr and stated the Chair would provide the contact information for Jungherr to the committee.

#### ADJOURNMENT

The CBOC Committee adjourned the meeting at 5:06pm.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**RIVERSIDE COUNTY**

**PROPOSITION 39 GENERAL OBLIGATION BONDS**

**MEASURE C, MARCH 2004**

**GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**FINANCIAL AND PERFORMANCE AUDITS**

**June 30, 2020**

**DRAFT**

RIVERSIDE COMMUNITY COLLEGE DISTRICT

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June 30, 2020

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**FINANCIAL AUDIT OF MEASURE C, MARCH 2004  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

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## INDEPENDENT AUDITORS' REPORT

The Board of Trustees  
The Measure C Citizens' Bond Oversight Committee  
Riverside Community College District

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the General Obligation Bond Funded Capital Outlay Projects of the Riverside Community College District (the District) as of and for the year ended June 30, 2020, and the related notes to the financial statements, as listed in the table of contents.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the General Obligation Bond Funded Capital Outlay Projects of the District as of June 30, 2020, and the change in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Emphasis of Matter**

As discussed in Note 1, the financial statements present fairly only the General Obligation Bond Funded Capital Outlay Projects and do not purport to, and do not, present fairly the financial position of the District as of June 30, 2020 or the change in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

## *Other Information*

Our audit of the General Obligation Bond Funded Capital Outlay Projects of the District was conducted for the purpose of forming an opinion on the financial statements referred to above. The supplementary schedule is presented for purposes of additional analysis and is not a required part of the financial statements. The supplementary schedule, is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary schedule, is fairly stated in all material respects in relation to the financial statements.

## **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated October 15, 2020 on our consideration of the District's internal control over the General Obligation Bond Funded Capital Outlay Projects financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over the General Obligation Bond Funded Capital Outlay Projects financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over the General Obligation Bond Funded Capital Outlay Projects financial reporting and compliance.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
MEASURE C, MARCH 2004  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**BALANCE SHEET  
June 30, 2020**

**Assets**

Cash in county treasury	\$ 42,240,716
Accounts receivable	106,584
Due from other funds	<u>50,477</u>
<b>Total Assets</b>	<b><u>\$ 42,397,777</u></b>

**Liabilities and Fund Balance**

**Liabilities**

Accounts payable	\$ 541,577
Due to other funds	<u>51</u>
<b>Total Liabilities</b>	<b><u>541,628</u></b>

**Fund Balance**

Restricted	<u>41,856,149</u>
<b>Total Fund Balance</b>	<b><u>41,856,149</u></b>
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 42,397,777</u></b>

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See the accompanying notes to the financial statements

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
For the Fiscal Year Ended June 30, 2020**

<b>Revenues</b>	
Interest income	\$ 453,788
<b>Total Revenues</b>	453,788
 <b>Expenditures</b>	
Salaries	54,755
Benefits	33,261
Other services	606,814
Capital outlay	2,380,321
<b>Total Expenditures</b>	3,075,151
Deficiency of revenues over expenditures	(2,621,363)
 <b>Other Financing Sources (Uses)</b>	
Proceeds from sale of bond	39,995,000
<b>Total Other Financing Sources (Uses)</b>	39,995,000
Net change in fund balance	37,373,637
<b>Fund Balance at Beginning of Year</b>	4,482,512
<b>Fund Balance at End of Year</b>	\$ 41,856,149

See the accompanying notes to the financial statements



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS  
For the Fiscal Year Ended June 30, 2020**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Accounting Policies**

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board and *Audits of State and Local Governmental Units* issued by the American Institute of Certified Public Accountants.

**Financial Reporting Entity**

The financial statements include only the General Obligation Bond Funded Capital Outlay Projects of the Riverside Community College District used to account for Measure C, March 2004, projects. This fund was established to account for the expenditures of general obligation bonds issued under the General Obligation Bonds Election of 2004. These financial statements are not intended to present fairly the financial position and results of operations of the Riverside Community College District in compliance with accounting principles generally accepted in the United States of America.

**Fund Structure**

The Statement of Revenues, Expenditures and Change in Fund Balance is a statement of financial activities of the General Obligation Bond Funded Capital Outlay Projects related to the current reporting period. Fund expenditures frequently include amounts for land, buildings, equipment, retirement of indebtedness, transfers to other funds, etc. Consequently, these statements do not purport to present the result of operations or the net income or loss for the period as would a statement of income for a profit-type organization.

**Basis of Accounting**

The General Obligation Bond Funded Capital Outlay Projects is maintained on the modified accrual basis of accounting. As such, revenues are recognized when they become susceptible to accrual, which is to say, when they become both measurable and available to finance expenditures of the current period. Expenditures are recognized in the accounting period in which the liability is incurred (when goods are received or services rendered).

Cash in the county treasury is recorded at cost, which approximates fair value.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS  
For the Fiscal Year Ended June 30, 2020**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Fund Balance Classification**

The governmental fund financial statements present fund balance classifications that comprise a hierarchy based on the extent to which the District is bound to honor constraints on the specific purposes for which amounts can be spent. Amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation are considered restricted. The fund balance of the General Obligation Bond Funded Capital Outlay Projects is therefore classified as restricted.

**Capital Assets and Long-Term Debt**

The accounting and reporting treatment applied to the capital assets and long-term liabilities associated with the General Obligation Bond Funded Capital Outlay Projects are determined by its measurement focus. The General Obligation Bond Funded Capital Outlay Projects is accounted for on a spending or “financial flow” measurement focus. This means that only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered a measure of “available spendable resources”. Thus, the capital assets and long-term liabilities associated with the General Obligation Bond Funded Capital Outlay Projects are accounted for in the basic financial statements of the District.

**Estimates**

The preparation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

**NOTE 2: DEPOSITS – CASH IN COUNTY TREASURY**

In accordance with *Budget and Accounting Manual* and Education Code Section 15146(g), the District maintains substantially all of its cash in the Riverside County Treasury as part of the common investment pool. These pooled funds are carried at amortized cost which approximates fair value. The fair value of the District’s deposits for the General Obligation Bond Funded Capital Outlay Projects in this pool as of June 30, 2020, as provided by the County Treasurer, was approximately 100.36% of amortized cost and is based upon the District’s prorate share of the fair value for the entire portfolios (in relation to the amortized cost of the portfolio). The District’s deposits in the fund are considered to be highly liquid.

The county is authorized to deposit cash and invest excess funds by California Government Code

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS  
For the Fiscal Year Ended June 30, 2020**

**NOTE 2: DEPOSITS – CASH IN COUNTY TREASURY**

Sections 53534, 53601, 53635, and 53648. The county is restricted to invest in time deposits, U.S. government securities, state registered warrants, notes or bonds, State Treasurer's investment pool, bankers' acceptances, commercial paper, negotiable certificates of deposit, and repurchase or reverse repurchase agreements. The funds maintained by the county are either secured by federal depository insurance or are collateralized. The county investment pool is not required to be rated. Interest earned is deposited quarterly into participating funds. Any investment losses are proportionately shared by all funds in the pool.

The county investment pool is not registered as an investment company with the Securities and Exchange Commission (SEC) nor is it an SEC Rule 2a7-like pool. California Government Code statutes and the County Board of Supervisors set forth the various investment policies that the County Treasurer follows. The method used to determine the value of the participant's equity withdrawn is based on the book value, which is amortized costs, of the participant's percentage participation on the date of such withdrawals.

The pool sponsor's annual financial report may be obtained from the County of Riverside Treasurer-Tax Collector Capital Markets, 4080 Lemon Street, 4<sup>th</sup> Floor, Riverside, CA 92502.

**NOTE 3: BONDED DEBT**

On March 2, 2004, the voters of Riverside Community College District approved Measure C, a \$350 million bond measure designed to provide funds to improve facilities and safety at the Moreno Valley, Norco, and Riverside City Colleges.

**Series D and D-1**

In October 2010, the District issued General Obligation Bonds, Series D and D-1 in the amount of \$109,999,278. These bonds consisted of \$7,699,278 tax-exempt Series D bonds and \$102,300,000 in federally taxable Build America Bonds Series D-1. The Build America Bonds program was created by the American Recovery and Reinvestment Act to assist state and local governments in financing capital projects at lower borrowing costs and to stimulate the economy and create jobs.

The District elected to treat the Series D-1 bonds as "Build America Bonds" under Section 54AA of the Tax Code, and the Series D-1 Bonds be "qualified bonds" under Section 54AA(g)(2) of the Tax Code which make the District eligible for a cash subsidy payment from the United States Treasury equal to 35% of the interest payable on the Series D-1 Bonds. The Series D-1 Bonds were fully defeased as of June 30, 2020.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS  
For the Fiscal Year Ended June 30, 2020**

**NOTE 3: BONDED DEBT**

**Refunding**

In May 2014, the District issued General Obligation Refunding Bonds, Series A (Tax Exempt) in the amount of \$29,130,000 to advance refund all or a portion of the outstanding principal amount of the District's General Obligation Series A Bonds, 2005 Refunding Bonds and General Obligation Series C Bonds and to pay costs of issuance associated with the Bonds. General Obligation Refunding Bonds, Series B (Federally Taxable) in the amount of \$43,960,000 were also issued to advance refund a portion of the outstanding principal amount of the District's 2005 Refunding Bonds and to pay costs of issuance associated with the Bonds.

**Series E and Refunding**

In July 2015, the District issued General Obligation Bonds, Series E in the amount of \$45,004,145 to finance the repair, acquisition, construction, and equipping of certain district facilities, and to pay all legal, financial, and contingent costs in connection with the issuance of the Bonds. General Obligation Refunding Bonds were also issued in the amount of \$43,920,000 to advance refund the outstanding principal amount of the District's General Obligation Series C Bonds, and to pay costs of issuance associated with the Bonds.

**Series F and Refunding**

In November 2019, the District issued General Obligation Bonds, Series F in the amount of \$39,995,000 to finance the repair, acquisition, construction, and equipping of certain district facilities, and to pay all legal, financial, and contingent costs in connection with the issuance of the Bonds. General Obligation Refunding Bonds were also issued in the amount of \$100,295,000 to advance refund the outstanding principal amount of the District's General Obligation Series D-1 Bonds, and to pay costs of issuance associated with the Bonds.

The outstanding general obligation bonded debt of the District at June 30, 2020 is:

General Obligation Bonds	Date of Issue	Original Maturity Date	Interest Rate %	Amount of Original Issue	Outstanding June 30, 2019	Issued	Redeemed	Outstanding June 30, 2020
2010 Series D	10/27/2010	8/1/2025	2.36-5.53%	\$ 7,699,278	\$ 6,446,928	\$	\$ 425,057	\$ 6,021,871
2010 Series D-1	10/27/2010	8/1/2040	6.97-7.02%	102,300,000	102,300,000		102,300,000	-
2014 Tax Exempt Refunding	5/29/2014	8/1/2027	2.00-5.00%	29,130,000	27,370,000		525,000	26,845,000
2014 Taxable Refunding	5/29/2014	8/1/2024	0.40-3.61%	43,960,000	31,520,000		4,245,000	27,275,000
2015 Series E	7/1/2015	8/1/2039	3.81-5.05%	45,004,145	41,149,145			41,149,145
2015 Refunding	7/1/2015	8/1/2032	2.00-5.00%	43,920,000	42,685,000		100,000	42,585,000
2019 Series F	11/14/2019	8/1/2040	3.00-4.00%	39,995,000		39,995,000		39,995,000
2019 Refunding	11/14/2019	8/1/2040	3.00-4.00%	100,295,000		100,295,000		100,295,000
Total				<u>\$ 412,303,423</u>	<u>\$ 251,471,073</u>	<u>\$ 140,290,000</u>	<u>\$ 107,595,057</u>	<u>\$ 284,166,016</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS  
For the Fiscal Year Ended June 30, 2020**

**NOTE 3: BONDED DEBT**

The annual debt service requirements to maturity for general obligation bonds are as follows:

Year Ending June 30,	Principal	Interest - Current and Accreted
2021	\$ 9,308,846	\$ 8,515,167
2022	8,120,859	9,411,481
2023	9,182,769	9,319,322
2024	8,422,941	9,186,538
2025	9,001,033	9,106,160
2026-2030	59,081,605	40,269,619
2031-2035	77,159,064	40,003,861
2036-2040	91,478,899	47,262,901
2041	<u>12,410,000</u>	<u>372,300</u>
Total	<u>\$ 284,166,016</u>	<u>\$ 173,447,349</u>

**Accreted Interest**

Capital appreciation bonds were issued as part of the 2010 Series D and 2015 Series E issuances. Prior to their applicable maturity dates, each capital appreciation bond will accrete interest on the principal component, with all interest accruing through the applicable maturity date and payable only upon maturity or prior payment of the principal component. Accreted interest accrued has been reflected in the long term debt balance on the District's general purpose financial statements.

**Debt Repayment**

The repayment of debt related to the general obligation bonds is accounted for in the District's Bond Interest and Redemption Fund which is part of the District's basic financial statements. The recognition of premiums on bonds is recorded as long-term liabilities in the basic financial statements of the District.

**NOTE 4: COMMITMENTS AND CONTINGENCIES**

**Purchase Commitments**

As of June 30, 2020 the District was committed under various capital expenditure purchase agreements for bond projects totaling approximately \$2.5 million to be funded through general obligation bond proceeds.



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL  
OVER FINANCIAL REPORTING AND ON COMPLIANCE  
AND OTHER MATTERS BASED ON AN AUDIT  
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH GOVERNMENT AUDITING STANDARDS**

The Board of Trustees  
The Measure C Citizens' Bond Oversight Committee  
Riverside Community College District  
Riverside, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the General Obligation Bond Funded Capital Outlay Projects financial statements of the Riverside Community College District (the District), as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the District's General Obligation Bond Funded Capital Outlay Projects financial statements, and have issued our report thereon dated October 15, 2020.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's General Obligation Bond Funded Capital Outlay Projects internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency or a combination of deficiencies in internal control such that there is a reasonable possibility that a material misstatement of the financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL  
OVER FINANCIAL REPORTING AND ON COMPLIANCE  
AND OTHER MATTERS BASED ON AN AUDIT  
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH *GOVERNMENT AUDITING STANDARDS***

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's General Obligation Bond Funded Capital Outlay Projects financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP  
Glendora, California  
October 15, 2020

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**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**SCHEDULE OF FINDINGS AND RESPONSES  
June 30, 2020**

There were no findings related to the financial audit of the General Obligation Bond Funded Capital Outlay Projects for the year ended June 30, 2020. In addition, there were no findings related to the financial audit of the General Obligation Bond Funded Capital Outlay Projects for the year ended June 30, 2019.

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**PERFORMANCE AUDIT OF  
MEASURE C, MARCH 2004**

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## INDEPENDENT AUDITORS' REPORT

The Board of Trustees  
The Measure C Citizens' Bond Oversight Committee  
Riverside Community College District

We have conducted a performance audit of the Riverside Community College District (the District) Measure C General Obligation Bond funds for the year ended June 30, 2020.

We conducted our performance audit in accordance with generally accepted *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Our audit was limited to the objectives listed on page 16 of this report which includes determining the District's compliance with the performance requirements for the Proposition 39 Measure C General Obligation Bond funds under the applicable provisions of Section 1(b)(3)(C) of Article XIII A of the California Constitution. Management is responsible for the District's compliance with those requirements.

Solely to assist us in planning and performing our performance audit, we obtained an understanding of the internal control of the District to determine if internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution. Accordingly, we do not express any assurance on internal control.

The results of our tests indicated that, in all significant respects, the District expended Measure C General Obligation Bond funds for the fiscal year ended June 30, 2020, only for the specific projects developed by the District's Board of Trustees, and approved by the voters in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

CliftonLarsonAllen LLP  
Glendora, California  
October 15, 2020

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PERFORMANCE AUDIT OF MEASURE C, MARCH 2004**

**June 30, 2020**

**BACKGROUND INFORMATION**

In November 2000, the voters of the State of California approved Proposition 39 authorizing the issuance of general obligation bonds by California public school districts and community colleges under certain circumstances and subject to certain conditions.

On March 2, 2004, the voters of Riverside Community College District approved Measure C, a \$350 million bond measure designed to provide funds to improve facilities and safety at the Moreno Valley, Norco, and Riverside campuses.

Pursuant to the requirements of Proposition 39, and related state legislation, the Board of Trustees of the District established a Citizens' Bond Oversight Committee and appointed its members. The principal purpose of the Citizens' Bond Oversight Committee, as set out in state law, is to inform the public as to the expenditures of the proceeds of the bonds issued pursuant to the Measure C bond authorization. The Citizens' Bond Oversight Committee is required to issue at least one report annually as to its activities and findings.

Section 1(b)(3)(C) of Article XIII A of the California Constitution requires the District to conduct an annual independent performance audit to ensure that the proceeds of the bonds deposited into the General Obligation Bond Funded Capital Outlay Projects – Measure C Bond Program have been expended only for the authorized bond projects.

**OBJECTIVES**

The objectives of our performance audit were to:

- Determine the expenditures charged to the District Measure C General Obligation Bond Funded Capital Outlay Projects.
- Determine whether expenditures charged to the Measure C General Obligation Bond Funded Capital Outlay Projects have been made in accordance with the bond project list approved by the voters through the approval of Measure C in March 2004.

**SCOPE OF THE AUDIT**

The scope of our performance audit covered the fiscal period from July 1, 2019 to June 30, 2020. The sample of expenditures tested included object and project codes associated with the bond projects. The propriety of expenditures for capital projects and maintenance projects funded through other state or local funding sources, other than the proceeds of the bonds, were not included within the scope of our audit. Expenditures incurred subsequent to June 30, 2020, were not reviewed or included within the scope of our audit or in this report.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PERFORMANCE AUDIT OF MEASURE C, MARCH 2004**

**June 30, 2020**

**PROCEDURES PERFORMED**

- We identified the expenditures and projects charged to the general obligation bond proceeds by obtaining the general ledger and project listing for the Measure C General Obligation Bond Funded Capital Outlay Projects.
- We selected a judgmental sample of expenditures for supplies, services and capital outlay considering all projects for the Measure C General Obligation Bond Funded Capital Outlay Projects for the year ended June 30, 2020. Our sample included 20 non-salary expenditures totaling \$2,034,484, which is 68% of the total non-salary expenditures of \$2,987,135.
  - We reviewed the actual invoices and supporting documentation to determine that expenditures charged to projects were:
    - Supported by invoices with evidence of proper approval and documentation of receipt of goods or services;
    - Supported by proper bid documentation, as applicable;
    - Were properly expended on the authorized bond projects as listed on the voter-approved bond project list.
- Our testing of expenditures of the \$88,016 for salaries and benefits included an analysis of the employees charged to the Measure C General Obligation Bond Funded Capital Outlay Projects funds.
  - We reviewed the payroll activity and job descriptions to determine that the amounts expended on salaries and benefits were only to the extent employees perform work associated with the Measure C General Obligation Bond Funded Capital Outlay Projects funds as allowable per Opinion 04-110 issued on November 9, 2004 by the State of California Attorney General.

**CONCLUSION**

The results of our tests indicated that, in all significant respects, the District has properly accounted for the expenditures of the funds held in the Measure C General Obligation Bond Funded Capital Outlay Projects funds and that such expenditures were made on authorized bond projects. Further, it was noted that the funds held in the Measure C General Obligation Bond Funded Capital Outlay Projects funds and expended by the District were used for salaries and benefits only to the extent allowable.

**SUPPLEMENTARY INFORMATION**

DRAFT

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT  
BOND PROJECT SUMMARY**

**June 30, 2020**

The District has identified the following projects to be funded with proceeds from the general obligation bonds. The District incurred costs of \$399,721,156 through June 30, 2020 for these construction projects. Capital outlay and other financing expenditures were as follows:

	Budget	Total Project Cost Through June 30, 2019*	Actual Costs for Fiscal Year 2019-20	Total Project Costs Through June 30, 2020
Phase I - Parking Structure - Riverside	\$ 20,940,662	\$ 20,940,662	\$ -	\$ 20,940,662
Wheelock PE Complex/Athletic Field - Riverside	4,516,435	4,516,435	-	4,516,435
Swing Space - Riverside	4,273,734	4,273,733	-	4,273,733
Quad Modernization - Riverside	9,171,807	9,171,807	-	9,171,807
RCCD System Office Purchase	2,629,981	2,629,981	-	2,629,981
MLK Renovation - Riverside	1,010,614	1,010,614	-	1,010,614
Bridge Space - Riverside	1,175,132	1,175,132	-	1,175,132
Industrial Technology Facility Project - Norco	9,715,350	9,715,349	-	9,715,349
Computer/Network/ System Upgrades - District Wide	1,002,052	1,002,052	-	1,002,052
Phone and Voicemail Upgrades - District Wide	349,000	349,000	-	349,000
Scheduled Maintenance - Historic - District Wide	1,403,045	1,403,045	-	1,403,045
Nursing/Sciences Building - Riverside	16,347,203	16,347,203	-	16,347,203
Student/Academic Services Facility Project - Moreno Valley	5,939,817	5,939,817	-	5,939,817
Wheelock PE Complex Gymnasium Retrofit - Phase I & II - Riverside	13,204,882	13,204,882	-	13,204,882
Feasibility / Planning / Management / Staffing	9,413,417	6,378,541	236,934	6,615,475
Stokoe Innovative Learning Center - Riverside	7,399,505	7,399,506	-	7,399,506
ECS Secondary Effects - Moreno Valley	286,227	286,227	-	286,227
Room Renovations - Norco	100,019	100,019	-	100,019
Food Services Remodel - Riverside	987,705	987,705	-	987,705
Food Services Remodel - Moreno Valley	2,649,606	2,649,607	-	2,649,607
Infrastructure Projects - District Wide	484,414	484,414	-	484,414
Hot Water Loop System & Boiler Repl. - Moreno Valley	869,848	869,848	-	869,848
Emergency Phone Project - District Wide	379,717	379,717	-	379,717
Utility Retrofit Project - District Wide	6,181,188	6,181,189	-	6,181,189
Modular Redistribution Norco/MoVal/BC/Riv	8,425,862	8,425,862	-	8,425,862
ECS Building Upgrade Project - Moreno Valley/Norco	389,561	389,561	-	389,561
PBX Building - Riverside	428,119	428,119	-	428,119
PBX / NOC / M & O Facility - Norco	11,277,010	11,277,010	-	11,277,010
PBX / NOC / M & O Facility - Moreno Valley	2,931,707	2,931,706	-	2,931,706
Life Science / Physical Science Reconstruction - Riverside	208,000	207,914	-	207,914
Center for Student Success - Norco	15,633,873	15,633,873	-	15,633,873
Long Range Master Plan - District Wide	1,439,077	1,439,077	-	1,439,077
Logic Domain - Capital Project Management System	264,375	211,463	12,750	224,213
Aquatics Center - Riverside	10,874,233	10,874,233	-	10,874,233
Soccer Field / Artificial Turf - Norco	3,879,314	3,879,314	-	3,879,314
Learning Gateway Building - Moreno Valley	4,984,261	4,984,261	-	4,984,261
Bradshaw Building Electrical Project - Riverside	366,353	366,353	-	366,353
Quad Basement Remodel Project - Riverside	352,941	352,941	-	352,941
Black Box Theatre Remodel Project - Riverside	10,955	10,955	-	10,955
Technology Building A Remodel Project - Riverside	11,375	11,375	-	11,375
Center for Health, Wellness, and Kinesiology Phase I - Norco	86,500	86,500	-	86,500
Health Science Center - Moreno Valley	164,971	164,971	-	164,971
ADA Transition Plan - District Wide	6,046,162	6,046,162	-	6,046,162
March Dental Education Center - Moreno Valley	9,877,088	9,877,087	-	9,877,087
Secondary Effects Project - Norco	16,028,180	16,028,180	-	16,028,180
Utility Infrastructure Project - District Wide	6,232,049	6,232,049	-	6,232,049

See independent auditors' report

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT  
BOND PROJECT SUMMARY  
June 30, 2020**

	Budget	Total Project Cost Through June 30, 2019*	Actual Costs for Fiscal Year 2019-20	Total Project Costs Through June 30, 2020
Safety and Site Improvement Project - Norco	967,442	967,442	-	967,442
Safety and Site Improvement Project - Moreno Valley	719,827	719,827	-	719,827
Administrative Move to Humanities Bldg - Moreno Valley	25,990	25,990	-	25,990
Science Laboratories Remodel Project - Moreno Valley	302,804	302,804	-	302,804
Ben Clark Public Safety Training Center - Center Status - Moreno Valley	13,084,500	64,954	169,064	234,018
Interim Parking Lease - Riverside	177,023	177,023	-	177,023
Center for Human Performance - Moreno Valley	112,009	112,009	-	112,009
Cosmetology Building - Riverside	142,500	142,500	-	142,500
Alumni Carriage House Restoration Project	122,270	122,270	-	122,270
IT Upgrade (including audit) - District Wide	6,000,000	5,308,573	-	5,308,573
Culinary Arts / District Office Building - District	33,596,018	33,247,959	79,898	33,327,857
Parking Structure Fall Deterrent - Riverside	7,576	7,576	-	7,576
Nursing Portables - Moreno Valley	705,338	705,338	-	705,338
Central Plant Boiler Replacement - Norco	161,847	161,847	-	161,847
DSA Project Closures - District Wide	7,290	7,290	-	7,290
Scheduled Maintenance - New - District Wide	2,860,000	2,652,532	-	2,652,532
Electronic Contract Document Storage - District Wide	-	-	-	-
2014 - 2015 IPP/FPP District	-	-	-	-
Program Contingency	1,655,618	-	-	-
Program Reserve	1,195,141	-	-	-
District Design Standards	345,032	345,031	-	345,031
Library Learning Center - Moreno Valley	143,000	142,914	-	142,914
Student Services Building - Riverside	22,301,844	22,291,237	-	22,291,237
Lovekin Parking/Tennis Project - Riverside	4,351,724	4,351,724	-	4,351,724
Food Services "grab-n-go" Facility Project - Riverside	81,372	81,372	-	81,372
Master Plan Updates - District Wide	2,032,800	1,563,192	445,146	2,008,338
Swing Space - Market Street Properties	737,303	737,303	-	737,303
Groundwater Monitoring Wells - Norco	211,149	211,148	-	211,148
Emergency Phone Project - Moreno Valley	341,582	341,582	-	341,582
Self-Generation Incentive Program - Norco	3,110,000	3,084,801	-	3,084,801
Physicians Assistant Laboratory Remodel - Moreno Valley	49,191	49,191	-	49,191
Visual & Performing Arts Center - Norco	114,000	114,000	-	114,000
Audio Visual Upgrade and Lighting Project - Moreno Valley	134,457	134,457	-	134,457
Mechanical Upgrade Project - Moreno Valley	660,245	660,245	-	660,245
Cellular Repeater Booster System - Riverside	18,879	18,879	-	18,879
Greenhouse Project - Riverside	500,000	-	45,974	45,974
Student Services Project - Moreno Valley	19,000,000	667,621	463,030	1,130,651
Elevator Modernization & Fire Alarm System Upgrade- Moreno Valley	1,000,000	-	520,180	520,180
Corrections Platform Training Facility Moreno Valley	680,000	-	536,868	536,868
Soccer Field Turf Replacement - Norco	253,824	-	250,324	250,324
Coil School for the Arts - Riverside	24,280,001	25,736,075	-	25,736,075
Coil School for the Arts - Parking Structure	1,456,076	-	-	-
<b>Total Project Costs</b>	<b>363,988,998</b>	<b>322,512,157</b>	<b>2,760,168</b>	<b>325,272,325</b>
Series A Refunding Escrow	57,686,474	57,686,474	-	57,686,474
COPS Payoffs	12,492,085	12,492,086	-	12,492,086
Costs of issuance	2,839,859	2,839,859	314,983	3,154,842
Debt service	1,926,402	1,926,402	-	1,926,402
Election costs	98,238	98,238	-	98,238
<b>Total Other Financing Uses</b>	<b>75,043,058</b>	<b>75,043,059</b>	<b>314,983</b>	<b>75,358,042</b>
<b>TOTALS</b>	<b>\$ 439,032,056</b>	<b>\$ 397,555,216</b>	<b>\$ 3,075,151</b>	<b>\$ 400,630,367</b>

\*Total project costs through June 30, 2019 decreased \$187,570 based on reconciliations of project costs. Other Financing Uses was increased \$909,211 to reflect the COPS Payoffs.

See independent auditors' report

The Board of Trustees  
The Measure C Citizens' Bond Oversight Committee  
Riverside Community College District  
Riverside, California

We have audited the financial statements of the General Obligation Bond Funded Capital Outlay Projects of Riverside Community College District for the year ended June 30, 2020. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

#### ***Qualitative Aspects of Accounting Practices***

##### *Accounting policies*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

##### *Accounting estimates*

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were accruals of receivables and liabilities. We evaluated that these estimates are reasonable in relation to the financial statements taken as a whole.

##### *Financial statement disclosures*

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. There were no particularly sensitive financial statement disclosures. The financial statement disclosures are neutral, consistent, and clear.



### **Difficulties Encountered in Performing the Audit**

We encountered no significant difficulties in dealing with management in performing and completing our financial and performance audits.

### **Corrected and Uncorrected Misstatements**

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management did not identify and we did not notify them of any uncorrected financial statement misstatements

### **Disagreement with Management**

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the audit report. We are pleased to report that no such disagreements arose during the course of our audit

### **Management Representations**

We have requested certain representations from management that are included in the management representation letter dated October 15, 2020.

### **Management Consultations with Other Independent Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants related to the General Obligation Bond Funded Capital Outlay Projects.

### **Significant Issues Discussed with Management Prior to Engagement**

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District’s auditors. However, these

discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

**Restriction on Use**

This information is intended solely for the information and use of the Board of Trustees, Measure C Citizens' Bond Oversight Committee, and management of the District and is not intended to be, and should not be used, by anyone other than these specified parties.

**Closing**

We will be pleased to respond to any questions you have about the foregoing. If you would like any information or would like to discuss any of the matters raised, please do not hesitate to contact Renee Graves or Heather McGee at (626) 857-7300. We appreciate the opportunity to continue to be of service to Riverside Community College District.

CliftonLarsonAllen LLP  
Glendora, California

DRAFT

**Riverside Community College District**  
**Measure C - Project Commitments Summary**  
**Series A, Series B, Series A Refunding, Series 2007 C, Series 2010 D, Series 2015 E, Series 2019 F**  
**as of September 30, 2020**

**Measure C Authorization**

Voter Approved Measure C Authorization - March 2004	\$ 350,000,000
Issuances Series 2004 A through Series 2019 F	<u>(350,000,000)</u>
Remaining Measure C Authorization	<u>\$ -</u>

**Measure C - Cash on Hand**

\$ 41,068,201

**Proceeds/Income**

Issuance Proceeds

Series 2004 A through Series 2019 F	\$ 349,811,806
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Issuance Premiums

Series 2004 A through Series 2019 F	14,230,564
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Interest Income

FY 2004-2005 through FY 2019-2020	13,799,323
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Other Income

Energy Rebates - FY 2006-2007 through FY 2017-2018	\$	645,219
Aquatics Project Donations		6,709,056
Municipal Derivatives Settlement		2,816
Self Generation incentive Program Funds (Fuel Cell)		<u>404,441</u>
Total Other Income		<u>7,761,532</u>

Total Proceeds/Income	<u>\$ 385,603,224</u>
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**Project Commitments / Proposed Projects**

Completed Projects	\$	286,470,961
In-Progress Projects		96,195,396
Program Reserve / Contingency		<u>2,850,759</u>
Total Project Commitments		<u>385,517,116</u>
FY 2020-2021 Contingency Account	\$	<u>86,108</u>

**Riverside Community College District**  
**Measure C - Project Commitments Summary**  
**Series A, Series B, Series A Refunding, Series 2007 C, Series 2010 D, Series 2015 E, Series 2019 F**  
**as of September 30, 2020**

Project	Project Funding Source								Actual Measure C Expenditures thru 09/30/20
	Board Approved Initial Measure C Project Budget	Subsequent Approved Budget Adjustments	Current Board Approved Measure C Project Budget	Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget		
<b>Completed</b>									
Certificates of Participation (1993 & 2001) - Refunding	\$ 12,492,085	\$ -	\$ 12,492,085	\$ -	\$ 12,492,085	\$ -	\$ 12,492,085	\$ 12,492,085	
GO Bond Issuance Related Expenditures	1,751,434	3,616,242	5,367,676	-	5,367,676	-	5,367,676	5,367,676	
Bridge Space - Riverside	1,162,367	12,765	1,175,132	-	1,175,132	-	1,175,132	\$ 1,175,132	
Phone and Voicemail Upgrades - District Wide	349,000	-	349,000	-	349,000	-	349,000	\$ 349,000	
Computer/Network/ System Upgrades - District Wide	33,384	968,668	1,002,052	-	1,002,052	-	1,002,052	\$ 1,002,052	
MLK Renovation - Riverside	1,252,000	(241,386)	1,010,614	-	1,010,614	6,999,477 a	8,010,091	\$ 1,010,614	
Room Renovations - Norco	100,019	-	100,019	-	100,019	-	100,019	\$ 100,019	
Swing Space - Riverside	208,625	4,065,109	4,273,734	-	4,273,734	-	4,273,734	\$ 4,273,734	
Wheelock PE Complex/Athletic Field - Riverside	4,760,000	(243,565)	4,516,435	-	4,516,435	-	4,516,435	\$ 4,516,435	
Phase I - Parking Structure - Riverside	9,000	20,931,662	20,940,662	-	20,940,662	-	20,940,662	\$ 20,940,662	
ECS Secondary Effects - Moreno Valley	19,000	267,227	286,227	-	286,227	-	286,227	\$ 286,227	
RCCD System Office Purchase	2,534,429	95,552	2,629,981	-	2,629,981	-	2,629,981	\$ 2,629,981	
Emergency Phone Project - District Wide	379,717	-	379,717	-	379,717	-	379,717	\$ 379,717	
Lovekin Parking/Tennis Project - Riverside	4,475,000	(123,276)	4,351,724	-	4,351,724	-	4,351,724	\$ 4,351,724	
Food Services "grab-n-go" Facility Project - Riverside	1,600,000	(1,518,628)	81,372	-	81,372	-	81,372	\$ 81,372	
PBX Building - Riverside	500,000	(71,881)	428,119	-	428,119	-	428,119	\$ 428,119	
Long Range Master Plan - District Wide	1,460,384	(21,307)	1,439,077	-	1,439,077	-	1,439,077	\$ 1,439,077	
Hot Water Loop System & Boiler Repl. - Moreno Valley	50,000	819,848	869,848	-	869,848	-	869,848	\$ 869,848	
Logic Domain - Capital Project Management System	96,000	142,875	238,875	25,500.00	264,375	-	264,375	\$ 224,212	
Infrastructure Projects - District Wide	153,700	330,714	484,414	-	484,414	-	484,414	\$ 484,414	
Utility Retrofit Project - District Wide	3,274,248	2,906,940	6,181,188	-	6,181,188	-	6,181,188	\$ 6,181,188	
Stokoe Innovative Learning Center - Riverside	17,500	7,382,005	7,399,505	-	7,399,505	2,444,632 a	9,844,137	\$ 7,399,505	
Bradshaw Building Electrical Project - Riverside	500,000	(133,647)	366,353	-	366,353	-	366,353	\$ 366,353	
Food Services Remodel - Riverside	583,070	404,635	987,705	-	987,705	-	987,705	\$ 987,705	
Food Services Remodel - Moreno Valley	1,956,615	692,991	2,649,606	-	2,649,606	28,000	2,677,606	\$ 2,649,606	
Quad Modernization - Riverside	5,162,368	4,009,439	9,171,807	-	9,171,807	12,554,000 a	21,725,807	\$ 9,171,807	
ECS Building Upgrade Project - Moreno Valley/Norco	625,327	(235,766)	389,561	-	389,561	-	389,561	\$ 389,561	
Modular Redistribution Projects (All campuses and BCTC)	2,161,812	6,264,050	8,425,862	-	8,425,862	-	8,425,862	\$ 8,425,862	
Industrial Technology Facility Project - Norco	10,147,826	(432,476)	9,715,350	-	9,715,350	18,990,000 a	28,705,350	\$ 9,715,350	
Scheduled Maintenance - Historic - District Wide	322,000	1,081,045	1,403,045	-	1,403,045	2,515,182 s	3,918,227	\$ 1,403,045	
Soccer Field / Artificial Turf - Norco	285,000	3,594,314	3,879,314	-	3,879,314	-	3,879,314	\$ 3,879,314	

**Riverside Community College District**  
**Measure C - Project Commitments Summary**  
**Series A, Series B, Series A Refunding, Series 2007 C, Series 2010 D, Series 2015 E, Series 2019 F**  
**as of September 30, 2020**

Project	Project Funding Source							Actual Measure C Expenditures thru 09/30/20
	Board Approved Initial Measure C Project Budget	Subsequent Approved Budget Adjustments	Current Board Approved Measure C Project Budget	Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	
Safety and Site Improvement Project - Norco	1,700,000	(732,558) 2	967,442	-	\$ 967,442	-	967,442	\$ 967,442
Safety and Site Improvement Project - Moreno Valley	900,000	(180,173) 2	719,827	-	\$ 719,827	200,000	919,827	\$ 719,827
Administrative Move to Humanities Bldg - Moreno Valley	50,000	(24,010) 2	25,990	-	\$ 25,990	-	25,990	\$ 25,990
Center for Student Success - Norco	11,042,820	4,591,053 3 2	15,633,873	-	\$ 15,633,873	-	15,633,873	\$ 15,633,873
Aquatics Center - Riverside	5,000,000	5,874,233.00	10,874,233	-	\$ 10,874,233 d	-	10,874,233	\$ 10,874,233
Central Plant Boiler Replacement - Norco	50,700	111,147 1	161,847	-	\$ 161,847	-	161,847	\$ 161,847
Parking Structure Fall Deterrent - Riverside	20,300	(12,724) 2	7,576	-	\$ 7,576	-	7,576	\$ 7,576
Nursing Portables - Moreno Valley	1,300,694	(595,356) 2	705,338	-	\$ 705,338	-	705,338	\$ 705,338
Interim Parking Lease - Riverside	260,000	(82,977) 2	177,023	-	\$ 177,023	-	177,023	\$ 177,023
Technology Building A Remodel Project - Riverside	935,000	(923,625) 2	11,375	-	\$ 11,375	-	11,375	\$ 11,375
Learning Gateway Building - Moreno Valley	31,800,000	(26,815,739) 2	4,984,261	-	\$ 4,984,261	-	4,984,261	\$ 4,984,261
Black Box Theatre Remodel Project - Riverside	761,750	(750,795) 2	10,955	-	\$ 10,955	-	10,955	\$ 10,955
DSA Project Closures - District Wide	75,000	(67,710)	7,290	-	\$ 7,290	-	7,290	\$ 7,290
Quad Basement Remodel Project - Riverside	467,500	(114,559)	352,941	-	\$ 352,941	-	352,941	\$ 352,941
March Dental Education Center - Moreno Valley	500,000	9,377,088 1	9,877,088	-	\$ 9,877,088	-	9,877,088	\$ 9,877,088
PBX / NOC / M & O Facility - Norco	13,890,543	(2,613,533) 2	11,277,010	-	\$ 11,277,010	-	11,277,010	\$ 11,277,010
Secondary Effects Project - Norco	1,100,000	14,928,180 1	16,028,180	-	\$ 16,028,180	-	16,028,180	\$ 16,028,180
2010 IPP / FPP - District	350,000	(350,000) 3 2	-	-	\$ -	-	-	\$ -
Nursing/Sciences Building - Riverside	35,336	16,311,867 2	16,347,203	-	\$ 16,347,203	45,439,400 a p	61,786,603	\$ 16,347,203
Utility Infrastructure Project - District Wide	500,000	5,732,049 3	6,232,049	-	\$ 6,232,049	-	6,232,049	\$ 6,232,049
Audio Visual Upgrade and Lighting Project - Moreno Valley	200,000	(65,543)	134,457	-	\$ 134,457	-	134,457	\$ 134,457
Emergency Phone Project - Moreno Valley	450,000	(108,418)	341,582	-	\$ 341,582	-	341,582	\$ 341,582
Mechanical Upgrade Project - Moreno Valley	875,000	(214,755)	660,245	-	\$ 660,245	-	660,245	\$ 660,245
Physicians Assistant Laboratory Remodel - Moreno Valley	120,000	(70,809)	49,191	-	\$ 49,191	-	49,191	\$ 49,191
Science Laboratories Remodel Project - Moreno Valley	500,000	(197,196)	302,804	-	\$ 302,804	-	302,804	\$ 302,804
Coil School for the Arts - Riverside	16,180,000	8,100,001	24,280,001	-	\$ 24,280,001	13,660,934 la r	37,940,935	\$ 25,736,077
Coil School for the Arts - Parking Structure - Riverside	1,456,076	-	1,456,076	-	\$ 1,456,076	3,151,924 r	4,608,000	\$ -
Wheelock PE Complex Gymnasium Retrofit - Phase I & II - Riverside	194,546	13,010,336 1	13,204,882	-	\$ 13,204,882	9,165,000 ap	22,369,882	\$ 13,204,882
Groundwater Monitoring Wells - Norco	100,000	111,149	211,149	-	\$ 211,149	16,696	227,845	\$ 211,149
PBX / NOC / M & O Facility - Moreno Valley	3,024,082	(92,375)	2,931,707	-	\$ 2,931,707	-	2,931,707	\$ 2,931,707
Student/Academic Services Facility Project - Moreno Valley	43,336	5,896,481	5,939,817	-	\$ 5,939,817	14,036,000 p	19,975,817	\$ 5,939,817
Swing Space - Market Street Properties	484,500	252,803	737,303	-	\$ 737,303	-	737,303	\$ 737,303

**Riverside Community College District**  
**Measure C - Project Commitments Summary**  
**Series A, Series B, Series A Refunding, Series 2007 C, Series 2010 D, Series 2015 E, Series 2019 F**  
**as of September 30, 2020**

Project	Project Funding Source							Actual Measure C Expenditures thru 09/30/20
	Board Approved Initial Measure C Project Budget	Subsequent Approved Budget Adjustments	Current Board Approved Measure C Project Budget	Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	
ADA Transition Plan - District Wide	481,780	5,564,382	6,046,162	-	\$ 6,046,162	-	6,046,162	\$ 6,046,162
Cellular Repeater Booster System - Riverside	25,000	(6,121)	18,879	-	18,879	-	18,879	\$ 18,879
Student Services Building - Riverside	31,858,000	(9,556,156) 3	22,301,844	-	22,301,844	-	22,301,844	\$ 22,291,234
Electronic Contract Document Storage - District Wide	50,000	(50,000)	-	-	-	-	-	\$ -
District Design Standards	35,000	310,032 1	345,032	-	345,032	-	345,032	\$ 345,031
Alumni Carriage House Restoration Project	130,000	(7,730)	122,270	-	\$ 122,270	-	122,270	\$ 122,270
<b>Total Completed Projects</b>	<b>\$ 185,368,873</b>	<b>\$ 101,102,088</b>	<b>\$ 286,470,961</b>	<b>\$ 25,500.00</b>	<b>\$ 286,496,461</b>	<b>\$ 129,201,245</b>	<b>\$ 415,697,706</b>	<b>\$ 286,445,687</b>
<b><u>In-Progress or Initial Phase</u></b>								
Life Science / Physical Science Reconstruction - Riverside	\$ 32,500	\$ 6,276,063	\$ 6,308,563	\$ -	\$ 6,308,563	\$ 28,903,437 p	\$ 35,212,000	\$ 207,914
Feasibility / Planning / Management / Staffing	7,006,711	-	7,006,711	1,619,425	8,626,136	-	8,626,136	\$ 6,648,780
Center for Human Performance - Norco	83,000	3,500	86,500	-	86,500	- p	86,500	\$ 86,500
Health Science Center - Moreno Valley	94,271	70,700	164,971	-	164,971	-	164,971	\$ 164,971
Ben Clark Training Center Education Center Building - Moreno Valley	84,500	13,000,000	13,084,500	-	13,084,500	-	13,084,500	\$ 259,202
Center for Human Performance - Moreno Valley	30,000	82,009	112,009	-	112,009	- p	112,009	\$ 112,009
Cosmetology Building - Riverside	20,000	122,500	142,500	-	142,500	- p	142,500	\$ 142,500
IT Upgrade (including audit) - District Wide	6,000,000	- 3	6,000,000	-	6,000,000	-	6,000,000	\$ 5,308,573
Scheduled Maintenance - New - District Wide	840,000	2,020,000	2,860,000	-	2,860,000	313,550	3,173,550	\$ 2,652,532
Culinary Arts / District Office Building - District	23,043,996	10,552,022 3 1	33,596,018	-	33,596,018	1,624,757 r h	35,220,775	\$ 33,327,857
Library Learning Center - Moreno Valley	127,000	16,000	143,000	-	143,000	-	143,000	\$ 142,914
Master Plan Updates - District Wide	2,032,800	-	2,032,800	-	2,032,800	-	2,032,800	\$ 2,008,338
Self-Generation Incentive Program - Norco	10,000	3,100,000	3,110,000	-	3,110,000	- t	3,110,000	\$ 3,084,801
Multimedia and Arts Center (MAC) - Norco	114,000	-	114,000	-	114,000	-	114,000	\$ 114,000
Student Services Welcome Center Project - Moreno Valley	11,000,000	8,000,000	19,000,000	-	19,000,000	-	19,000,000	\$ 1,628,890
Greenhouse Building - Riverside	500,000	-	500,000	-	500,000	172,000	672,000	\$ 147,700
Elevators Mod/Fire Alarm System Repair/Upgrade MV	651,789	348,211	1,000,000	-	1,000,000	273,855	1,273,855	\$ 522,495
Ben Clark Training Center Corrections Platform - MV	680,000	-	680,000	-	680,000	2,740,000	3,420,000	\$ 680,000
Soccer Field Turf Replacement - Norco	253,824	-	253,824	-	253,824	253,824	507,648	\$ 250,324
<b>Total In-Progress or Initial Phase Projects</b>	<b>\$ 52,604,391</b>	<b>\$ 43,591,005</b>	<b>\$ 96,195,396</b>	<b>\$ 1,619,425</b>	<b>\$ 97,814,821</b>	<b>\$ 34,281,423</b>	<b>\$ 132,096,244</b>	<b>\$ 57,490,300</b>
<b><u>Program Reserve/Contingency</u></b>								
Program Contingency - District Wide	10,000,000	(8,344,382) 3	1,655,618	-	-	-	-	-
Program Reserve - District Wide	24,000,000	(22,804,859) 3	1,195,141	-	-	-	-	-
<b>Total Program Reserve/Contingency</b>	<b>\$ 34,000,000</b>	<b>\$ (31,149,241)</b>	<b>\$ 2,850,759</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Riverside Community College District**  
**Measure C - Project Commitments Summary**  
**Series A, Series B, Series A Refunding, Series 2007 C, Series 2010 D, Series 2015 E, Series 2019 F**  
**as of September 30, 2020**

Project	Project Funding Source						Actual Measure C Expenditures thru 09/30/20	
	Board Approved Initial Measure C Project Budget	Subsequent Approved Budget Adjustments	Current Board Approved Measure C Project Budget	Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding		
Total Projects	\$ 271,973,264	\$ 113,543,852	\$ 385,517,116	\$ 1,644,925	\$ 384,311,282	\$ 163,482,668	\$ 547,793,950	\$ 343,935,988
<b>Five Year Capital Construction Plan</b>								
Life Science / Physical Science Remodel - Riverside	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total 5 Yr Cap Constr Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
a Actual State Construction Act Funding								
d Private donations								
la LaSierra Funding								
p Projected State Construction Act Funding								
r Redevelopment Funding								
s Actual State Scheduled Maintenance Funding Requiring District Match								
t SGIP Grant Incentives								
h Riverside Community Hospital								
1 Change Order(s) / Scope Change / Additional Phases								
2 Project Budget Savings								
3 Reallocated to Specific Project								

**Riverside Community College District**  
**Measure C - Project Commitments Summary**  
**Series A, Series B, Series A Refunding, Series 2007 C, Series 2010 D, Series 2015 E, Series 2019 F**  
**as of September 30, 2020**

Project	Project Funding Source					
	Current Board Approved Measure C Project Budget	Estimated Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure C Expenditures thru 09/30/20
			<u>\$ 21,824,614</u>			
<b><u>Completed</u></b>						
Certificates of Participation (1993 & 2001) - Refunding	\$ 737,033	\$ -	\$ 737,033	\$ -	\$ 737,033	\$ 737,033
GO Bond Issuance Related Expenditures	316,693	-	316,693	-	316,693	\$ 316,693
Phone and Voicemail Upgrades - District Wide	20,589	-	20,589	-	20,589	\$ 20,589
Computer/Network/System Upgrades - District Wide	59,121	-	59,121	-	59,121	\$ 59,122
RCCD System Office Purchase	2,629,981	-	2,629,981	-	2,629,981	\$ 2,629,981
Emergency Phone Project - District Wide	10,000	-	10,000	-	10,000	\$ 10,000
Logic Domain - Capital Project Management System	14,093	1,505	15,598	-	15,598	\$ 13,228
Infrastructure Projects - District Wide	28,580	-	28,580	-	28,580	\$ 28,580
DSA Project Closures - District Wide	7,290	-	7,290	-	7,290	\$ 7,290
2010 IPP/FPP - District - 5.9%	-	-	-	-	-	\$ -
Swing Space - Market Street Properties	737,303	-	737,303	-	737,303	\$ 737,303
Electronic Contract Document Storage - District Wide	-	-	-	-	-	\$ -
Alumni Carriage House Restoration Project	122,270	-	122,270	-	122,270	\$ 122,270
Total District Completed Projects	<u>\$ 4,682,953</u>	<u>\$ 1,505</u>	<u>\$ 4,684,458</u>	<u>\$ -</u>	<u>\$ 4,684,458</u>	<u>\$ 4,682,089</u>
<b><u>In-Progress or Initial Phase</u></b>						
Feasibility/Planning/Management/Staffing	\$ 413,396	\$ 95,546	\$ 508,942	\$ -	\$ 508,942	\$ 392,278
Scheduled Maintenance New Allocation - District Wide	7,443	-	7,443	-	7,443	\$ 7,443
Culinary Arts/District Office Building - District - 50%	16,607,009	-	16,607,009	812,378	17,419,387	\$ 16,663,929
Total District In-Progress or Initial Phase Projects	<u>\$ 17,027,848</u>	<u>\$ 95,546</u>	<u>\$ 17,123,394</u>	<u>\$ 812,378</u>	<u>\$ 17,935,772</u>	<u>\$ 17,063,650</u>
Total All District Projects	<u>\$ 21,710,801</u>	<u>\$ 97,051</u>	<u>\$ 21,807,852</u>	<u>\$ 812,378</u>	<u>\$ 22,620,230</u>	<u>\$ 21,745,739</u>



**Riverside Community College District**  
**Measure C - Project Commitments Summary**  
**Series A, Series B, Series A Refunding, Series 2007 C, Series 2010 D, Series 2015 E, Series 2019 F**  
**as of September 30, 2020**

Project	Project Funding Source					Actual Measure C Expenditures thru 09/30/20
	Current Board Approved Measure C Project Budget	Estimated Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	
<b>Total Remaining District Allocation</b>			<b>\$ 16,762</b>			
<b><u>Five Year Capital Construction Plan</u></b>						
	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total District 5 Yr Capital Construction Plan	\$ -	\$ -	\$ -	\$ -	\$ -	-

**Riverside Community College District**  
**Measure C - Project Commitments Summary**  
**Series A, Series B, Series A Refunding, Series 2007 C, Series 2010 D, Series 2015 E, Series 2019 F**  
**as of September 30, 2020**

Project	Project Funding Source					
	Current Board Approved Measure C Project Budget	Estimated Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure C Expenditures thru 09/30/20
			<u>\$ 192,889,293</u>			
<b><u>Completed</u></b>						
Certificates of Participation (1993 & 2001) - Refunding	\$ 6,583,329	\$ -	\$ 6,583,329	\$ -	\$ 6,583,329	\$ 6,583,329
GO Bond Issuance Related Expenditures	2,828,765	-	2,828,765	-	2,828,765	\$ 2,828,765
Phone and Voicemail Upgrades - District Wide	183,925	-	183,925	-	183,925	\$ 183,925
Computer/Network/System Upgrades - District Wide	528,081	-	528,081	-	528,081	\$ 528,081
Emergency Phone Project - District Wide	178,626	-	178,626	-	178,626	\$ 178,626
Long Range Master Plan - District Wide	786,422	-	786,422	-	786,422	\$ 786,422
Logic Domain - Capital Project Management System	125,887	13,439	139,326	-	139,326	\$ 118,160
Infrastructure Projects - District Wide	255,287	-	255,287	-	255,287	\$ 255,286
Utility Retrofit Project - District Wide	3,205,284	-	3,205,284	-	3,205,284	\$ 3,205,284
Modular Redistribution Project - Riverside	2,376,458	-	2,376,458	-	2,376,458	\$ 2,376,458
Bridge Space - Riverside	1,175,132	-	1,175,132	-	1,175,132	\$ 1,175,132
MLK Renovation - Riverside	1,010,614	-	1,010,614	6,999,477 a	8,010,091	\$ 1,010,614
Swing Space - Riverside	4,273,734	-	4,273,734	-	4,273,734	\$ 4,273,734
Wheelock PE Complex/Athletic Field - Riverside	4,516,435	-	4,516,435	-	4,516,435	\$ 4,516,435
Phase I - Parking Structure - Riverside	20,940,662	-	20,940,662	-	20,940,662	\$ 20,940,662
PBX Building - Riverside	428,119	-	428,119	-	428,119	\$ 428,119
Stokoe Innovative Learning Center - Riverside	7,399,505	-	7,399,505	2,444,632 a	9,844,137	\$ 7,399,505
Quad Modernization - Riverside	9,171,807	-	9,171,807	12,554,000 a	21,725,807	\$ 9,171,807
Bradshaw Building Electrical Project - Riverside	366,353	-	366,353	-	366,353	\$ 366,353
Food Services Remodel - Riverside	987,705	-	987,705	-	987,705	\$ 987,705
Scheduled Maintenance - Historic - District Wide	870,873	-	870,873	1,516,571	2,387,444	\$ 870,873
Black Box Theatre Remodel Project - Riverside	10,955	-	10,955	-	10,955	\$ 10,955
Food Services "grab-n-go" Facility Project - Riverside	81,372	-	81,372	-	81,372	\$ 81,372
Lovekin Parking/Tennis Project - Riverside	4,351,724	-	4,351,724	-	4,351,724	\$ 4,351,724
Technology Building A Remodel Project - Riverside	11,375	-	11,375	-	11,375	\$ 11,375

**Riverside Community College District**  
**Measure C - Project Commitments Summary**  
**Series A, Series B, Series A Refunding, Series 2007 C, Series 2010 D, Series 2015 E, Series 2019 F**  
**as of September 30, 2020**

Project	Project Funding Source					
	Current Board Approved Measure C Project Budget	Estimated Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure C Expenditures thru 09/30/20
Aquatics Center - Riverside	10,874,233	-	10,874,233 <sup>d</sup>	-	10,874,233	\$ 10,874,233
Interim Parking Lease - Riverside	177,023	-	177,023	-	177,023	\$ 177,023
Parking Structure Fall Deterrent - Riverside	7,576	-	7,576	-	7,576	\$ 7,576
Quad Basement Remodel Project - Riverside	352,941	-	352,941	-	352,941	\$ 352,941
2010 IPP/FPP - District - 52.7%	-	-	-	-	-	\$ -
Coil School for the Arts - Riverside	24,280,001	-	24,280,001	13,660,934 <sup>la</sup>	37,940,935	\$ 25,736,077
Coil School for the Arts - Parking Structure - Riverside	1,456,076	-	1,456,076	3,151,924 <sup>r</sup>	4,608,000	\$ -
Wheelock PE Complex Gymnasium Retrofit - Phase II - Riverside	13,204,882	-	13,204,882	9,165,000 <sup>a</sup>	22,369,882	\$ 13,204,882
Cellular Repeater Booster System - Riverside	18,879	-	18,879	-	18,879	\$ 18,879
Student Services Building - Riverside	22,301,844	-	22,301,844	-	22,301,844	\$ 22,291,234
Electronic Contract Document Storage - District Wide	-	-	-	-	-	\$ -
Nursing/Sciences Building - Riverside	16,347,203	-	16,347,203	45,439,400 <sup>a</sup>	61,786,603	\$ 16,347,203
Total Riverside Completed Projects	<b>\$ 161,669,087</b>	<b>\$ 13,439</b>	<b>\$ 161,682,526</b>	<b>\$ 94,931,938</b>	<b>\$ 256,614,464</b>	<b>\$ 161,650,750</b>
<b><u>In-Progress or Initial Phase</u></b>						
Feasibility/Planning/Management/Staffing	<b>\$ 3,692,537</b>	<b>\$ 853,437</b>	<b>\$ 4,545,974</b>	<b>\$ -</b>	<b>\$ 4,545,974</b>	<b>\$ 3,503,907</b>
Life Science/Physical Science Reconstruction - Riverside	<b>6,308,563</b>	<b>-</b>	<b>6,308,563</b>	<b>28,903,437.00<sup>p</sup></b>	<b>35,212,000</b>	<b>\$ 207,914</b>
Cosmetology Building - Riverside	142,500	-	142,500	-	142,500	\$ 142,500
Scheduled Maintenance New Allocation - District Wide	1,593,997	-	1,593,997	168,690	1,762,687	\$ 1,457,986
Culinary Arts/District Office Building - Riverside - 50%	16,989,009	-	16,989,009	812,379 <sup>r</sup>	17,801,388	\$ 16,663,929
Greenhouse Building - Riverside	500,000	-	500,000	172,000	672,000	<b>\$ 147,700</b>
Master Plan Updates - District Wide	977,000	-	977,000	-	977,000	\$ 954,923
Total Riverside In-Progress or Initial Phase Projects	<b>\$ 30,203,606</b>	<b>\$ 853,437</b>	<b>\$ 31,057,043</b>	<b>\$ 30,056,506</b>	<b>\$ 61,113,549</b>	<b>\$ 23,078,859</b>
Total All Riverside Projects	<b>\$ 191,872,693</b>	<b>\$ 866,876</b>	<b>\$ 192,739,569</b>	<b>\$ 124,988,444</b>	<b>\$ 317,728,013</b>	<b>\$ 184,729,609</b>

**Riverside Community College District**  
**Measure C - Project Commitments Summary**  
**Series A, Series B, Series A Refunding, Series 2007 C, Series 2010 D, Series 2015 E, Series 2019 F**  
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Project	Project Funding Source					Actual Measure C Expenditures thru 09/30/20
	Current Board Approved Measure C Project Budget	Estimated Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	
<b>Total Remaining Riverside Allocation</b>			<b>\$ 149,724</b>			
<b><u>Five Year Capital Construction Plan</u></b>						
Life Science / Physical Science Remodel	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Riverside 5 Yr Capital Construction Plan	\$ -	\$ -	\$ -	\$ -	\$ -	

**Riverside Community College District**  
**Measure C - Project Commitments Summary**  
**Series A, Series B, Series A Refunding, Series 2007 C, Series 2010 D, Series 2015 E, Series 2019 F**  
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Project	Project Funding Source					
	Current Board Approved Measure C Project Budget	Estimated Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure C Expenditures thru 09/30/20
			<u>\$ 69,945,126</u>			
<b><u>Completed</u></b>						
Certificates of Participation (1993 & 2001) - Refunding	\$ 2,535,893	\$ -	\$ 2,535,893	\$ -	\$ 2,535,893	\$ 2,535,893
GO Bond Issuance Related Expenditures	1,089,638	-	1,089,638	-	1,089,638	\$ 1,089,638
Phone and Voicemail Upgrades - District Wide	70,847	-	70,847	-	70,847	\$ 70,847
Computer/Network/System Upgrades - District Wide	203,417	-	203,417	-	203,417	\$ 203,417
Emergency Phone Project - District Wide	102,773	-	102,773	-	102,773	\$ 102,773
Long Range Master Plan - District Wide	362,670	-	362,670	-	362,670	\$ 362,670
Logic Domain - Capital Project Management System	48,492	5,176	53,668	-	53,668	\$ 45,515
Infrastructure Projects - District Wide	98,336	-	98,336	-	98,336	\$ 98,336
Utility Retrofit Project - District Wide	1,587,401	-	1,587,401	-	1,587,401	\$ 1,587,401
Modular Redistribution Projects (All campuses and BCTC)	2,109,572	-	2,109,572	-	2,109,572	\$ 2,109,573
Room Renovations - Norco	100,019	-	100,019	-	100,019	\$ 100,019
ECS Building Upgrade Project - Moreno Valley / Norco	137,265	-	137,265	-	137,265	\$ 137,266
Industrial Technology Facility Project - Norco	9,715,350	-	9,715,350	18,990,000 a	28,705,350	\$ 9,715,350
Scheduled Maintenance - Historic - District Wide	180,850	-	180,850	362,942	543,792	\$ 180,850
Soccer Field/Artificial Turf - Norco	3,879,314	-	3,879,314	-	3,879,314	\$ 3,879,314
Safety and Site Improvement Project - Norco	967,442	-	967,442	-	967,442	\$ 967,442
Center for Student Success - Norco	15,633,873	-	15,633,873	-	15,633,873	\$ 15,633,873
PBX/Network Operations Centers - Norco	11,277,010	-	11,277,010	-	11,277,010	\$ 11,277,010
Secondary Effects Project - Norco	16,028,180	-	16,028,180	-	16,028,180	\$ 16,028,180
2010 IPP/FPP - District - 20.3%	-	-	-	-	-	\$ -
Groundwater Monitoring Wells - Norco	211,149	-	211,149	16,696	227,845	\$ 211,149
Electronic Contract Document Storage - District Wide	-	-	-	-	-	\$ -
Central Plant Boiler Replacement - Norco	161,847	-	161,847	-	161,847	\$ 161,847
Total Norco Completed Projects	<b>\$ 66,501,338</b>	<b>\$ 5,176</b>	<b>\$ 66,506,514</b>	<b>\$ 19,369,638</b>	<b>\$ 85,876,152</b>	<b>\$ 66,498,363</b>

**Riverside Community College District**  
**Measure C - Project Commitments Summary**  
**Series A, Series B, Series A Refunding, Series 2007 C, Series 2010 D, Series 2015 E, Series 2019 F**  
**as of September 30, 2020**

Project	Project Funding Source					Actual Measure C Expenditures thru 09/30/20
	Current Board Approved Measure C Project Budget	Estimated Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	
<b><u>In-Progress or Initial Phase</u></b>						
Feasibility/Planning/Management/Staffing	\$ 1,422,362	\$ 328,743	\$ 1,751,105	\$ -	\$ 1,751,105	\$ 1,349,702
Center for Human Performance - Norco	86,500	-	86,500	- p	86,500	\$ 86,500
Scheduled Maintenance New Allocation - District Wide	617,840	-	617,840	72,430	690,270	\$ 583,642
Self-Generation Incentive Program - Norco	3,110,000	-	3,110,000	- t	3,110,000	\$ 3,084,801
Master Plan Updates - District Wide	178,300	-	178,300	-	178,300	\$ 175,914
Multimedia and Arts Center (MAC) - Norco	114,000	-	114,000	-	114,000	\$ 114,000
Soccer Field Turf Replacement - Norco	253,824	-	253,824	253,824	507,648	\$ 250,324
Total Norco In-Progress or Initial Phase Projects	\$ 5,782,826	\$ 328,743	\$ 6,111,569	\$ 326,254	\$ 6,437,823	\$ 5,644,883
Total All Norco Projects	\$ 72,284,164	\$ 333,919	\$ 72,618,083	\$ 19,695,892	\$ 92,313,975	\$ 72,143,247
<b>Total Remaining Norco Allocation</b>			<b>\$ (2,672,957)</b>			
<b><u>Five Year Capital Construction Plan</u></b>						
Total Norco 5 Yr Capital Construction Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Riverside Community College District**  
**Measure C - Project Commitments Summary**  
**Series A, Series B, Series A Refunding, Series 2007 C, Series 2010 D, Series 2015 E, Series 2019 F**  
**as of September 30, 2020**

Project	Project Funding Source					
	Current Board Approved Measure C Project Budget	Estimated Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure C Expenditures thru 09/30/20
			<u>\$ 78,688,175</u>			
<b><u>Completed</u></b>						
Certificates of Participation (1993 & 2001) - Refunding	\$ 2,635,830	\$ -	\$ 2,635,830	\$ -	\$ 2,635,830	\$ 2,635,830
GO Bond Issuance Related Expenditures	1,132,580	-	1,132,580	-	1,132,580	\$ 1,132,580
Phone and Voicemail Upgrades - District Wide	73,639	-	73,639	-	73,639	\$ 73,639
Computer/Network/System Upgrades - District Wide	211,433	-	211,433	-	211,433	\$ 211,433
Emergency Phone Project - District Wide	88,318	-	88,318	-	88,318	\$ 88,318
Long Range Master Plan - District Wide	289,985	-	289,985	-	289,985	\$ 289,985
Logic Domain - Capital Project Management System	50,403	5,380	55,783	-	55,783	\$ 47,309
Infrastructure Projects - District Wide	102,211	-	102,211	-	102,211	\$ 102,211
Utility Retrofit Project - District Wide	1,388,503	-	1,388,503	-	1,388,503	\$ 1,388,503
Modular Redistribution Projects (All campuses and BCTC)	3,939,832	-	3,939,832	-	3,939,832	\$ 3,939,831
ECS Secondary Effects - Moreno Valley	286,227	-	286,227	-	286,227	\$ 286,227
Hot Water Loop System & Boiler Replacement - Moreno Valley	869,848	-	869,848	-	869,848	\$ 869,848
ECS Building Upgrade Project - Moreno Valley / Norco	252,296	-	252,296	-	252,296	\$ 252,296
Scheduled Maintenance - Historic - District Wide	351,322	-	351,322	635,669	986,991	\$ 351,322
Safety and Site Improvement Project - Moreno Valley	719,827	-	719,827	200,000	919,827	\$ 719,827
Administrative Move to Humanities Bldg - Moreno Valley	25,990	-	25,990	-	25,990	\$ 25,990
Food Services Remodel - Moreno Valley	2,649,606	-	2,649,606	28,000	2,677,606	\$ 2,649,606
Nursing Portables - Moreno Valley	705,338	-	705,338	-	705,338	\$ 705,338
Learning Gateway Building - Moreno Valley	4,984,261	-	4,984,261	-	4,984,261	\$ 4,984,261
Audio Visual Upgrade and Lighting Project - Moreno Valley	134,457	-	134,457	-	134,457	\$ 134,457
Emergency Phones Project - Moreno Valley	341,582	-	341,582	-	341,582	\$ 341,582
Mechanical Upgrade Project - Moreno Valley	660,245	-	660,245	-	660,245	\$ 660,245
Physicians Assistant Laboratory Remodel - Moreno Valley	49,191	-	49,191	-	49,191	\$ 49,191
Science Laboratories Remodel Project - Moreno Valley	302,804	-	302,804	-	302,804	\$ 302,804
Student/Academic Services Facility Project - Moreno Valley	5,939,817	-	5,939,817	14,036,000 p	19,975,817	\$ 5,939,817

**Riverside Community College District**  
**Measure C - Project Commitments Summary**  
**Series A, Series B, Series A Refunding, Series 2007 C, Series 2010 D, Series 2015 E, Series 2019 F**  
**as of September 30, 2020**

Project	Project Funding Source					
	Current Board Approved Measure C Project Budget	Estimated Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure C Expenditures thru 09/30/20
2010 IPP/FPP - District - 21.1%	-	-	-	-	-	\$ -
PBX/Network Operations Centers - Moreno Valley	2,931,707	-	2,931,707	-	2,931,707	\$ 2,931,707
Electronic Contract Document Storage - District Wide	-	-	-	-	-	\$ -
March Dental Education Center - Moreno Valley	9,877,088	-	9,877,088	-	9,877,088	\$ 9,877,088
Total Moreno Valley Completed Projects	<b>\$ 40,994,340</b>	<b>\$ 5,380</b>	<b>\$ 40,999,720</b>	<b>\$ 14,899,669</b>	<b>\$ 55,899,389</b>	<b>\$ 40,991,245</b>
<b><u>In-Progress or Initial Phase</u></b>						
Feasibility/Planning/Management/Staffing	<b>\$ 1,478,416</b>	<b>\$ 341,699</b>	<b>\$ 1,820,115</b>	<b>\$ -</b>	<b>\$ 1,820,115</b>	<b>\$ 1,402,893</b>
Health Science Center - Moreno Valley	164,971	-	164,971	- p	164,971	\$ 164,971
Ben Clark Training Center Education Center Building - Moreno Valley	13,084,500	-	13,084,500	- p	13,084,500	<b>\$ 259,202</b>
Center for Human Performance - Moreno Valley	112,009	-	112,009	- p	112,009	\$ 112,009
Scheduled Maintenance New Allocation - District Wide	640,720	-	640,720	72,430	713,150	\$ 603,462
Library Learning Center - Moreno Valley	143,000	-	143,000	-	143,000	\$ 142,914
Student Services Welcome Center Project - Moreno Valley	19,000,000	-	19,000,000	-	19,000,000	<b>\$ 1,628,890</b>
Elevators Modernization/Fire Alarm System Repair/Upgrade - MV	1,000,000	-	1,000,000	273,855	1,273,855	<b>\$ 522,495</b>
Ben Clark Center Corrections Platform - MV	680,000	-	680,000	2,740,000	3,420,000	<b>\$ 680,000</b>
Master Plan Updates - District Wide	877,500	-	877,500	-	877,500	<b>\$ 877,500</b>
Total Moreno Valley In-Progress or Initial Phase Projects	<b>\$ 37,181,116</b>	<b>\$ 341,699</b>	<b>\$ 37,522,815</b>	<b>\$ 3,086,285</b>	<b>\$ 40,609,100</b>	<b>\$ 6,394,336</b>
Total All Moreno Valley Projects	<b>\$ 78,175,456</b>	<b>\$ 347,079</b>	<b>\$ 78,522,535</b>	<b>\$ 17,985,954</b>	<b>\$ 96,508,489</b>	<b>\$ 47,385,581</b>
<b>Total Remaining Moreno Valley Allocation</b>			<b>\$ 165,640</b>			
<b><u>Five Year Capital Construction Plan</u></b>						
	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Moreno Valley 5 Yr Capital Construction Plan	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	



**Riverside Community College District  
Measure C - Project Commitments Summary  
Series A, Series B, Series A Refunding, Series 2007 C, Series 2010 D, Series 2015 E, Series 2019 F  
as of September 30, 2020**

Project	Project Funding Source					
	Current Board Approved Measure C Project Budget	Estimated Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure C Expenditures thru 09/30/20
<b>Centrally Controlled Allocation</b>			<b>\$ 22,122,442</b>			
<b>Completed</b>						
Utility Infrastructure and IT Upgrade Project - District Wide	\$ 6,232,049	\$ -	\$ 6,232,049	\$ -	\$ 6,232,049	\$ 6,232,049
District Design Standards	345,032	-	345,032	-	345,032	\$ 345,031
ADA Transition Plan - District Wide	6,046,162	-	6,046,162	-	6,046,162	\$ 6,046,162
Total Centrally Controlled Completed Projects	<b>\$ 12,623,243</b>	<b>\$ -</b>	<b>\$ 12,623,243</b>	<b>\$ -</b>	<b>\$ 12,623,243</b>	<b>\$ 12,623,242</b>
<b>In-Progress or Initial Phase</b>						
IT Upgrade (including audit) - District Wide	\$ 6,000,000	\$ -	\$ 6,000,000	\$ -	\$ 6,000,000	\$ 5,308,573
Program Contingency - District Wide	1,655,618	-	-	-	-	\$ -
Program Reserve - District Wide	1,195,141	-	-	-	-	\$ -
Total Centrally Controlled In-Progress or Initial Phase Projects	<b>\$ 8,850,759</b>	<b>\$ -</b>	<b>\$ 6,000,000</b>	<b>\$ -</b>	<b>\$ 6,000,000</b>	<b>\$ 5,308,573</b>
Total All Centrally Controlled Projects	<b>\$ 21,474,002</b>	<b>\$ -</b>	<b>\$ 18,623,243</b>	<b>\$ -</b>	<b>\$ 18,623,243</b>	<b>\$ 17,931,815</b>
<b>Total Remaining Centrally Controlled Allocation</b>			<b>\$ 3,499,199</b>			
Total Completed Projects All Sites	<b>\$ 286,470,961</b>	<b>\$ 25,500</b>	<b>\$ 286,496,461</b>	<b>\$ 129,201,245</b>	<b>\$ 415,697,706</b>	<b>\$ 286,445,689</b>
Total In-Progress or Initial Phase Projects All Sites	<b>\$ 99,046,155</b>	<b>\$ 1,619,425</b>	<b>\$ 97,814,821</b>	<b>\$ 34,281,423</b>	<b>\$ 132,096,244</b>	<b>\$ 57,490,301</b>
Total Projects All Sites	<b>\$ 385,517,116</b>	<b>\$ 1,644,925</b>	<b>\$ 384,311,282</b>	<b>\$ 163,482,668</b>	<b>\$ 547,793,950</b>	<b>\$ 343,935,990</b>
<b>Total Remaining Allocations</b>			<b>\$ 1,158,368</b>			

- a Actual State Construction Act Funding
- d Private donations
- la LaSeirra Funding
- p Projected State Construction Act Funding
- r Redevelopment Funding
- s Actual State Scheduled Maintenance Funding Requiring District Match
- t SGIP Grant Incentives
- h Riverside Community Hospital

\*\*10/01/20\*\*  
By Site totals off due to rounding:  
Completed \$ 1  
In-Progress \$ 1  
Total \$ 2

**Riverside Community College District**  
**Measure C - Capital Program Executive Summary Report (Quarterly)**  
**July 1, 2020 - September 30, 2020**

	Moreno Valley College	Norco College	Riverside City College	District	Centrally Controlled			Total
					Approved Projects	Program Reserve	Program Contingency	
<b>Original Measure C Allocation Split</b>	\$ 69,200,000	\$ 66,300,000	\$ 173,100,000	\$ 19,200,000	\$ 19,300,000	\$ 24,000,000	\$ 10,000,000	\$ 381,100,000
Redistribution of Specific Donations/Rebates	\$ (1,086,934)	\$ (975,883)	\$ 3,293,229	\$ (326,040)	\$ -	\$ (642,104)	\$ (262,268)	
Income Distribution Through June 30, 2018	\$ 542,389	\$ 1,147,238	\$ 2,152,531	\$ 139,690	\$ -	\$ 275,340	\$ 112,462	\$ 4,369,649
Additional Allocation from District/Centrally Controlled	\$ 10,032,720	\$ 3,473,771	\$ 14,343,533	\$ 2,810,964	\$ (28,317)	\$ (22,438,095)	\$ (8,194,576)	\$ -
<b>Total Measure C Allocation</b>	\$ 78,688,175	\$ 69,945,126	\$ 192,889,293	\$ 21,824,614	\$ 19,271,683	\$ 1,195,141	\$ 1,655,618	\$ 385,469,649
Project Commitments	\$ (78,522,535)	\$ (72,618,083)	\$ (192,739,569)	\$ (21,807,852)	\$ (18,623,243)	\$ -	\$ -	\$ (384,311,282)
<b>Remaining Uncommitted Funds</b>	\$ 165,640	\$ (2,672,957)	\$ 149,724	\$ 16,762	\$ 648,440	\$ 1,195,141	\$ 1,655,618	\$ 1,158,368

**Riverside Community College District**  
**Measure C - Capital Program Executive Summary Report (Quarterly)**  
**July 1, 2020 - September 30, 2020**

<b>MORENO VALLEY COLLEGE</b>					
Description	Total Project Budget	Measure C Budget	Non-Measure C Budget	Additional Measure C Budget	Measure C Allocation
					\$ 69,200,000
Redistribution of College Specific Donations/Rebates Included in Original Allocation				\$ (1,086,934)	\$ 68,113,066
Distribution of Interest, Donations/Rebates Income from original allocation through June 30, 2018				\$ 542,389	\$ 68,655,455
<b>APPROVED PROJECTS</b>					
Certificates of Participation (93 & 01 Refunding)	\$ 2,635,830	\$ 2,635,830	\$ -	\$ -	\$ 66,019,625
CO Bond Issuance Related Expenditures	\$ 1,132,580	\$ 1,132,580		\$ -	\$ 64,887,045
District Phone & VM upgrade	\$ 73,639	\$ 73,639	\$ -	\$ -	\$ 64,813,406
ECS Secondary Effects	\$ 286,227	\$ 286,227	\$ -	\$ -	\$ 64,527,179
Emergency Phone Project	\$ 88,318	\$ 88,318	\$ -	\$ -	\$ 64,438,861
Long Range Master Plans	\$ 289,985	\$ 289,985	\$ -	\$ -	\$ 64,148,876
Hot Water Loop System & Boiler Replacement	\$ 869,848	\$ 869,848	\$ -	\$ -	\$ 63,279,028
Logic Domain- CMP System	\$ 55,783	\$ 55,783	\$ -	\$ -	\$ 63,223,245
Infrastructure Projects (IT Upgrade)	\$ 102,211	\$ 102,211	\$ -	\$ -	\$ 63,121,034
Utility Retrofit Project (NORESCO)	\$ 1,388,503	\$ 1,388,503	\$ -	\$ -	\$ 61,732,531
Modular Redistribution Projects	\$ 3,945,332	\$ 3,939,832	\$ -	\$ -	\$ 57,792,699
Scheduled Maintenance Match (Historical)	\$ 351,322	\$ 351,322	\$ 635,669	\$ -	\$ 57,441,377
ECS Bldg. Upgrade	\$ 252,296	\$ 252,296	\$ -	\$ -	\$ 57,189,081
District Computer/Network System Upgrade	\$ 211,433	\$ 211,433	\$ -	\$ -	\$ 56,977,648
Safety & Site Improvement Project	\$ 919,827	\$ 719,827	\$ 200,000	\$ -	\$ 56,257,821
Food Services Remodel (& Int facilities)	\$ 2,654,335	\$ 2,649,606	\$ 28,000	\$ -	\$ 53,608,215
Network Operations Center	\$ 3,524,082	\$ 2,931,707	\$ -	\$ -	\$ 50,676,508
Learning Gateway Building & Lions Lot	\$ 5,269,307	\$ 4,984,261	\$ -	\$ -	\$ 45,692,247
Student Academic Services-Phase III	\$ 21,080,265	\$ 5,939,817	\$ 14,036,000	\$ -	\$ 39,752,430
Science Lab Remodel (Phase I&II)	\$ 500,000	\$ 302,804	\$ -	\$ -	\$ 39,449,626
<b>Feasibility/Planning/Mngmnt/Staffing</b>	<b>\$ 1,820,115</b>	<b>\$ 1,820,115</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 37,629,511</b>
Scheduled Maintenance (2010+) (\$640Kx5 years)	\$ 1,080,320	\$ 603,460	\$ 72,430	\$ -	\$ 37,026,051
Nursing Portables	\$ 705,338	\$ 705,338	\$ -	\$ 705,338	\$ 37,026,051
A/V & Lighting Hum 129 & SS 101	\$ 200,000	\$ 134,457	\$ -	\$ -	\$ 36,891,594
MVC Master Plan Update	\$ 877,500	\$ 877,500	\$ -	\$ 186,000	\$ 36,200,094
Electronic Contract Document Storage	\$ 10,550	\$ -	\$ -	\$ -	\$ 36,200,094
Dental Education Center	\$ 10,700,181	\$ 9,877,088	\$ -	\$ 373,349	\$ 26,696,355
Adm Move to Humanities	\$ 25,990	\$ 25,990	\$ -	\$ -	\$ 26,670,365
Mechanical Upgrade Projects	\$ 875,000	\$ 660,245	\$ -	\$ -	\$ 26,010,120
2013 FPP/IPP	\$ -	\$ -	\$ -	\$ -	\$ 26,010,120
Emergency Phone Repairs	\$ 450,000	\$ 341,582	\$ -	\$ 341,582	\$ 26,010,120
Physician Asst Lab Remodel	\$ 120,000	\$ 49,191	\$ -	\$ 49,191	\$ 26,010,120
MVC Student Services Welcome Center	\$ 19,000,000	\$ 19,000,000	\$ -	\$ 5,000,000	\$ 12,010,120
Health Science Center - MVC	\$ 164,971	\$ 164,971	\$ -	\$ -	\$ 11,845,149
Ben Clark Training Center, Phase 1	\$ 13,084,500	\$ 13,084,500	\$ -	\$ 2,000,000	\$ 760,649
Center for Human Performance	\$ 112,009	\$ 112,009	\$ -	\$ -	\$ 648,640
Library Learning Center	\$ 143,000	\$ 143,000	\$ -	\$ -	\$ 505,640
Elevator Modernization and Fire Alarm System Upgrade	\$ 1,273,855	\$ 1,000,000	\$ 273,855	\$ 1,000,000	\$ 505,640
Scheduled Maintenance - FY 19/20 Allocation	\$ 37,260	\$ 37,260	\$ -	\$ 37,260	\$ 505,640
Ben Clark Corrections Platform Training Facility	\$ 680,000	\$ 680,000		\$ 340,000	\$ 165,640
<b>Remaining Measure C Funds</b>					<b>\$ 165,640</b>
	<b>\$ 96,991,712</b>	<b>\$ 78,522,535</b>	<b>\$ 15,245,954</b>	<b>\$ 9,488,175</b>	

**Measure C Summary**

Original Measure C Allocation	\$ 69,200,000
Additional Measure C Allocation	\$ 9,488,175
<b>Total Measure C Allocation</b>	<b>\$ 78,688,175</b>

**Riverside Community College District**  
**Measure C - Capital Program Executive Summary Report (Quarterly)**  
**July 1, 2020 - September 30, 2020**

<b>NORCO COLLEGE</b>					
Description	Total Project Budget	Measure C Budget	Non-Measure C Budget	Additional Measure C Budget	Measure C Allocation
					\$ 66,300,000
From Centrally Controlled - Program Contingency				\$ 500,000	\$ 66,800,000
Redistribution of College Specific Donations/Rebates Included in Original Allocation				\$ (975,883)	\$ 65,824,117
Distribution of Interest, Donations/Rebates Income from original allocation through June 30, 2018				\$ 1,147,238	\$ 66,971,355
<b>APPROVED PROJECTS</b>					
Certificates of Participation (93 & 01 Refunding)	\$ 2,535,893	\$ 2,535,893	\$ -	\$ -	\$ 64,435,462
CO Bond Issuance Related Expenditures	\$ 1,089,638	\$ 1,089,638		\$ -	\$ 63,345,824
District Phone & Voicemail Upgrades	\$ 70,847	\$ 70,847	\$ -	\$ -	\$ 63,274,977
Room Renovations	\$ 100,019	\$ 100,019	\$ -	\$ -	\$ 63,174,958
Emergency Phone Project	\$ 102,773	\$ 102,773	\$ -	\$ -	\$ 63,072,185
Long Range Master Plans	\$ 362,670	\$ 362,670	\$ -	\$ -	\$ 62,709,515
Logic Domain- CPM System	\$ 53,668	\$ 53,668	\$ -	\$ -	\$ 62,655,847
Infrastructure Project (IT Upgrade)	\$ 98,336	\$ 98,336	\$ -	\$ -	\$ 62,557,511
Utility Retrofit Project (NORESCO)	\$ 1,587,401	\$ 1,587,401	\$ -	\$ -	\$ 60,970,110
Modular Redistribution Project	\$ 2,109,572	\$ 2,109,572	\$ -	\$ -	\$ 58,860,538
Scheduled Maintenance Match (Historic)	\$ 180,850	\$ 180,850	\$ 362,942	\$ -	\$ 58,679,688
ECS Building Upgrade	\$ 137,265	\$ 137,265	\$ -	\$ -	\$ 58,542,423
Industrial Technology Facility-PhaseII	\$ 28,800,284	\$ 9,715,350	\$ 18,990,000	\$ -	\$ 48,827,073
District Computer Network/Systems Upgrade	\$ 203,417	\$ 203,417	\$ -	\$ -	\$ 48,623,656
Soccer Field Turf/Locker Rooms	\$ 3,904,973	\$ 3,879,314	\$ -	\$ -	\$ 44,744,342
Site & Safety Improvements-3rd St	\$ 967,442	\$ 967,442	\$ -	\$ -	\$ 43,776,900
Center for Student Success	\$ 15,635,918	\$ 15,633,873	\$ -	\$ -	\$ 28,143,027
Norco Operations Center (PBX/M&O)	\$ 11,775,000	\$ 11,277,010	\$ -	\$ -	\$ 16,866,017
Secondary Effects project (SSC & ITB)	\$ 16,044,292	\$ 16,028,180	\$ -	\$ 35,288	\$ 873,125
Groundwater Mont Wells Disposition	\$ 517,660	\$ 211,149	\$ 16,696	\$ 211,149	\$ 873,125
<b>Feasibility/Planning/Mngmnt/Staffing</b>	<b>\$ 1,751,105</b>	<b>\$ 1,751,105</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (877,980)</b>
Scheduled Maintenance (2010+) \$640Kx5 yrs)	\$ 580,580	\$ 580,580	\$ 72,430	\$ -	\$ (1,458,560)
Master Plan Update	\$ 178,300	\$ 178,300	\$ -	\$ -	\$ (1,636,860)
Electronic Contract Document Storage	\$ 10,150	\$ -	\$ -	\$ -	\$ (1,636,860)
Central Plant Boiler Replacement	\$ 161,847	\$ 161,847	\$ -	\$ -	\$ (1,798,707)
2013 IPP/FPP	\$ -	\$ -	\$ -	\$ -	\$ (1,798,707)
Self Generating Inc. Program (Fuel Cell)	\$ 3,110,000	\$ 3,110,000	\$ -	\$ 2,436,250	\$ (2,472,457)
Center for Human Perf & Kinesiology	\$ 86,500	\$ 86,500	\$ -	\$ -	\$ (2,558,957)
Multimedia & Arts Center (MAC)	\$ 114,000	\$ 114,000	\$ -	\$ -	\$ (2,672,957)
Scheduled Maintenance - FY 19/20 Allocation	\$ 37,260	\$ 37,260	\$ -	\$ 37,260	\$ (2,672,957)
Soccer Field Turf Replacement	\$ 253,824	\$ 253,824	\$ -	\$ 253,824	\$ (2,672,957)
<b>Remaining Measure C Funds</b>					<b>\$ (2,672,957)</b>
	<b>\$ 92,561,484</b>	<b>\$ 72,618,083</b>	<b>\$ 19,442,068</b>	<b>\$ 3,645,126</b>	

**Measure C Summary**

Original Measure C Allocation	\$ 66,300,000
Additional Measure C Allocation	\$ 3,645,126
<b>Total Measure C Allocation</b>	<b><u>\$ 69,945,126</u></b>

**Riverside Community College District**  
**Measure C - Capital Program Executive Summary Report (Quarterly)**  
**July 1, 2020 - September 30, 2020**

<b>RIVERSIDE CITY COLLEGE</b>					
Description	Total Project Budget	Measure C Budget	Non-Measure C Budget	Additional Measure C Budget	Measure C Allocation
					\$ 173,100,000
<b>Redistribution of College Specific Donations/Rebates Included in Original Allocation</b>				\$ 3,293,229	\$ 176,393,229
<b>Distribution of Interest, Donations/Rebates Income from original allocation through June 30, 2018</b>				\$ 2,152,531	\$ 178,545,760
<b>APPROVED PROJECTS</b>					
<i>Certificates of Participation (93 &amp; 01 Refunding)</i>	\$ 6,583,329	\$ 6,583,329	\$ -	\$ -	\$ 171,962,431
<i>CO Bond Issuance Related Expenditures</i>	\$ 2,828,765	\$ 2,828,765	\$ -	\$ -	\$ 169,133,666
Bridge Space	\$ 1,175,132	\$ 1,175,132	\$ -	\$ -	\$ 167,958,534
District Phone and Voicemail Upgrades	\$ 183,925	\$ 183,925	\$ -	\$ -	\$ 167,774,609
MLK Renovation	\$ 8,010,091	\$ 1,010,614	\$ 6,999,477	\$ -	\$ 166,763,995
Swing Space (Lovekin)	\$ 4,273,734	\$ 4,273,734	\$ -	\$ -	\$ 162,490,261
Wheelock Field (Phase I)	\$ 4,516,435	\$ 4,516,435	\$ -	\$ -	\$ 157,973,826
Parking Structure (Phase II)	\$ 20,940,662	\$ 20,940,662	\$ -	\$ -	\$ 137,033,164
Emergency Phones	\$ 178,626	\$ 178,626	\$ -	\$ -	\$ 136,854,538
PBX Building	\$ 428,119	\$ 428,119	\$ -	\$ -	\$ 136,426,419
Long Range Plans	\$ 786,422	\$ 786,422	\$ -	\$ -	\$ 135,639,997
Logic Domain/PM system	\$ 139,326	\$ 139,326	\$ -	\$ -	\$ 135,500,671
Infrastructure (IT Upgrade)	\$ 255,287	\$ 255,287	\$ -	\$ -	\$ 135,245,384
Utility Retrofit (NORESCO)	\$ 3,205,284	\$ 3,205,284	\$ -	\$ -	\$ 132,040,100
Stokoe ILC (Phases I & II)	\$ 9,844,137	\$ 7,399,505	\$ 2,444,632	\$ -	\$ 124,640,595
Modular Redistribution	\$ 2,376,458	\$ 2,376,458	\$ -	\$ -	\$ 122,264,137
Scheduled Maintenance Match (Past)	\$ 2,387,444	\$ 870,873	\$ 1,516,571	\$ -	\$ 121,393,264
Quad Modernization	\$ 21,725,807	\$ 9,171,807	\$ 12,554,000	\$ -	\$ 112,221,457
Bradshaw Bldg Electrical (Emergency)	\$ 366,353	\$ 366,353	\$ -	\$ -	\$ 111,855,104
District Computer Network System Upgrades	\$ 528,081	\$ 528,081	\$ -	\$ -	\$ 111,327,023
Wheelock Gym, Seismic Retrofit	\$ 190,631	\$ 190,631	\$ -	\$ -	\$ 111,136,392
Food Services Remodel & Interim Facilities	\$ 1,015,705	\$ 987,705	\$ -	\$ -	\$ 110,148,687
Nursing, Science & Math Complex	\$ 63,712,000	\$ 16,347,203	\$ 45,439,400	\$ 467,028	\$ 94,268,512
Riverside Aquatics Complex	\$ 11,028,683	\$ 10,874,233	\$ -	\$ -	\$ 83,394,279
Wheelock Gym, Seismic Retrofit-Phase II	\$ 22,564,995	\$ 12,918,309	\$ 9,165,000	\$ 72,966	\$ 70,548,936
Coil School for the Arts	\$ 43,088,000	\$ 25,736,077	\$ 16,812,858	\$ 8,100,000	\$ 52,912,859
Culinary Arts Academy & District Offices	\$ 17,326,888	\$ 16,989,009	\$ 812,379	\$ 5,616,762	\$ 41,540,612
Quad Basement Remodel	\$ 467,000	\$ 352,941	\$ -	\$ -	\$ 41,187,671
Black Box Theatre Remodel (Plans only)	\$ 10,955	\$ 10,955	\$ -	\$ -	\$ 41,176,716
Remodel of Tech A (Plans only)	\$ 11,375	\$ 11,375	\$ -	\$ -	\$ 41,165,341
<b>Feasibility/Plng/Mngt/Staffing</b>	<b>\$ 4,545,974</b>	<b>\$ 4,545,974</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 36,619,367</b>
Interim Parking (Lot 33)	\$ 177,023	\$ 177,023	\$ -	\$ -	\$ 36,442,344
Scheduled Maintenance (2010+ \$640K/yr x 5 yr)	\$ 1,507,220	\$ 1,507,220	\$ 168,690	\$ -	\$ 34,935,124
Parking Structure Fall Deterrent	\$ 7,576	\$ 7,576	\$ -	\$ -	\$ 34,927,548
Master Plan Updates	\$ 977,000	\$ 977,000	\$ -	\$ -	\$ 33,950,548
Student Services Building-Phase I	\$ 24,375,000	\$ 20,751,844	\$ -	\$ -	\$ 13,198,704
Student Services Building-Phase II	\$ 1,550,000	\$ 1,550,000	\$ -	\$ -	\$ 11,648,704
Electronic Contract Document Storage	\$ 26,350	\$ -	\$ -	\$ -	\$ 11,648,704
2013 IPP/FPP	\$ -	\$ -	\$ -	\$ -	\$ 11,648,704
Food Srvc / Café Grab n Go	\$ 1,600,000	\$ 81,372	\$ -	\$ -	\$ 11,567,332
Lovekin Parking/Tennis-Portable Relocation	\$ 2,000,000	\$ 2,000,000	\$ -	\$ -	\$ 9,567,332
Lovekin Parking/Tennis-Tennis Courts	\$ 2,250,000	\$ 2,250,000	\$ -	\$ -	\$ 7,317,332
Lovekin Parking/Tennis-Parking Structure	\$ 225,000	\$ 101,724	\$ -	\$ -	\$ 7,215,608
Athletic Office Remodel(Wheelock)	\$ 147,706	\$ 95,942	\$ -	\$ -	\$ 7,119,666
Cellular Repeater Booster System	\$ 25,000	\$ 18,879	\$ -	\$ -	\$ 7,100,787
<b>Life Science / Physical Science Reconstruction</b>	<b>\$ 35,212,000</b>	<b>\$ 6,308,563</b>	<b>\$ 28,903,437</b>	<b>\$ -</b>	<b>\$ 792,224</b>
Cosmetology Building	\$ 142,500	\$ 142,500	\$ -	\$ -	\$ 649,724
Greenhouse Project	\$ 672,000	\$ 500,000	\$ 172,000	\$ -	\$ 149,724

**RIVERSIDE CITY COLLEGE**

Description	Total Project Budget	Measure C Budget	Non-Measure C Budget	Additional Measure C Budget	Measure C Allocation
Scheduled Maintenance - FY 19/20 Allocation	\$ 86,777	\$ 86,777	\$ -	\$ 86,777	\$ 149,724
<b>Remaining Measure C Funds</b>					<b>\$ 149,724</b>
	<b>\$ 325,676,775</b>	<b>\$ 192,739,569</b>	<b>\$ 124,988,444</b>	<b>\$ 19,789,293</b>	

**Measure C Summary**

Original Measure C Allocation	\$ 173,100,000
Additional Measure C Allocation	\$ 19,789,293
<b>Total Measure C Allocation</b>	<b><u>\$ 192,889,293</u></b>

**Riverside Community College District**  
**Measure C - Capital Program Executive Summary Report (Quarterly)**  
**July 1, 2020 - September 30, 2020**

<b>RCCD DISTRICT PROJECTS</b>					
Description	Total Project Budget	Measure C Budget	Non-Measure C Budget	Additional Measure C Budget	Measure C Allocation
					<b>\$ 19,200,000</b>
Redistribution of College Specific Donations/Rebates Included in Original Allocation				\$ (326,040)	\$ 18,873,960
Distribution of Interest, Donations/Rebates Income from original allocation through June 30, 2018				\$ 139,690	\$ 19,013,650
Transfer to MVC for the Ben Clark Training Center Building, Phase I Project				\$ (2,000,000)	\$ 17,013,650
Transfer to MVC for the Elevator Modernization & Fire Alarm System Repair/Upgrade Project				\$ (651,789)	\$ 16,361,861
Transfer to MVC, NC, and RCC for Scheduled Maint.				\$ (161,297)	\$ 16,200,564
<b>APPROVED PROJECTS</b>					
Certificates of Participation (93 & 01 Refunding)	\$ 737,033	\$ 737,033	\$ -	\$ -	\$ 15,463,531
CO Bond Issuance Related Expenditures	\$ 316,693	\$ 316,693	\$ -	\$ -	\$ 15,146,838
District Phone and Voicemail Upgrades	\$ 20,589	\$ 20,589	\$ -	\$ -	\$ 15,126,249
RCCD Systems Office (Market St)	\$ 2,629,981	\$ 2,629,981	\$ -	\$ -	\$ 12,496,268
Emergency Phones	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ 12,486,268
Logic Domain/PM System	\$ 15,598	\$ 15,598	\$ -	\$ -	\$ 12,470,670
Infrastructure (IT Upgrade)	\$ 28,580	\$ 28,580	\$ -	\$ -	\$ 12,442,090
District Computer/Network Sys Upgr	\$ 59,121	\$ 59,121	\$ -	\$ -	\$ 12,382,969
Culinary Art Academy & Dist Offc	\$ 18,384,389	\$ 16,607,009	\$ 812,379	\$ 5,616,760	\$ 1,392,720
Swing Space - Market Street Properties	\$ 866,500	\$ 737,303	\$ -	\$ -	\$ 655,417
Feasibility/Plng/Mngt/Staffing	\$ 508,942	\$ 508,942	\$ -	\$ -	\$ 146,475
Scheduled Maint. New Allocation - District Wide	\$ 168,740	\$ 7,443	\$ -	\$ -	\$ 139,032
DSA Close-Out	\$ 75,000	\$ 7,290	\$ -	\$ 7,290	\$ 139,032
Alumni Carriage House Restroration	\$ 150,000	\$ 122,270	\$ -	\$ -	\$ 16,762
Electronic Contract Document Storage	\$ 5,900	\$ -	\$ -	\$ -	\$ 16,762
2013 IPP/FPP	\$ -	\$ -	\$ -	\$ -	\$ 16,762
<b>Remaining Measure C Funds</b>					<b>\$ 16,762</b>
	<b>\$ 23,977,066</b>	<b>\$ 21,807,852</b>	<b>\$ 812,379</b>	<b>\$ 2,624,614</b>	

**Measure C Summary**

Original Measure C Allocation	\$ 19,200,000
Additional Measure C Allocation	\$ 2,624,614
<b>Total Measure C Allocation</b>	<b>\$ 21,824,614</b>

**Riverside Community College District**  
**Measure C - Capital Program Executive Summary Report (Quarterly)**  
**July 1, 2020 - September 30, 2020**

<b>CENTRALLY CONTROLLED FUNDS</b>					
Description	Total Project Budget	Measure C Budget	Non-Measure C Budget	Additional Measure C Budget	Measure C Allocation
					\$ 53,300,000
<b>Approved Projects \$19.3M</b>					
ADA Compliance -Phase I	\$ 6,360,000	\$ 6,046,162	\$ 42,793	\$ -	\$ 13,253,838
IT Audit Implementation	\$ 6,000,000	\$ 6,000,000	\$ -	\$ -	\$ 7,253,838
Utility Infrastructure	\$ 6,700,000	\$ 6,232,049	\$ -	\$ (373,349)	\$ 648,440
District Standards	\$ 355,000	\$ 345,032	\$ -	\$ 345,032	\$ 648,440
<b>Approved Projects</b>					
					\$ 648,440
<b>Program Reserve \$24M</b>					
Redistribution of College Specific Donations/Rebates Included in Original Allocation	\$ -	\$ -	\$ -	\$ (642,104)	\$ 23,357,896
Distribution of Interest, Donations/Rebates Income from original allocation through June 30, 2018	\$ -	\$ -	\$ -	\$ 275,340	\$ 23,633,236
CSA	\$ -	\$ -	\$ -	\$ (8,100,000)	\$ 15,533,236
CAA/DO	\$ -	\$ -	\$ -	\$ (10,306,765)	\$ 5,226,471
DSA Close out	\$ -	\$ -	\$ -	\$ (7,290)	\$ 5,219,181
Nursing Portables - MVC	\$ -	\$ -	\$ -	\$ (705,338)	\$ 4,513,843
Physican Asst Lab - MVC	\$ -	\$ -	\$ -	\$ (49,191)	\$ 4,464,652
Emergency Phone Repairs - MVC	\$ -	\$ -	\$ -	\$ (341,582)	\$ 4,123,070
Aquatics Center - RCC ( Reserve - Donation Cover)	\$ -	\$ -	\$ -	\$ -	\$ 4,123,070
CSA - RCC (Reserve - LaSierra Capital Repayment)	\$ -	\$ -	\$ -	\$ -	\$ 4,123,070
TITLE III-STEM - NC (Reserve - Grant Repayment)	\$ -	\$ -	\$ -	\$ -	\$ 4,123,070
MVC Student Services Bldg. Reno (Welcome Center)	\$ -	\$ -	\$ -	\$ (2,500,000)	\$ 1,623,070
MVC Elevator Modernization & Fire Alarm System Upgrade	\$ -	\$ -	\$ -	\$ (174,105)	\$ 1,448,965
Norco College Soccer Field Turf Replacement Project	\$ -	\$ -	\$ -	\$ (253,824)	\$ 1,195,141
<b>Program Reserve</b>					
					\$ 1,195,141
<b>Program Contingency-\$10M</b>					
Redistribution of College Specific Donations/Rebates Included in Original Allocation	\$ -	\$ -	\$ -	\$ (262,268)	\$ 9,737,732
Distribution of Interest, Donations/Rebates Income from original allocation through June 30, 2018	\$ -	\$ -	\$ -	\$ 112,462	\$ 9,850,194
ADA Compliance - Phase I	\$ -	\$ -	\$ -	\$ -	\$ 9,850,194
CAA/DO	\$ -	\$ -	\$ -	\$ (926,757)	\$ 8,923,437
March Dental Education - MVC	\$ -	\$ -	\$ -	\$ -	\$ 8,923,437
Master Plan Update - MVC	\$ -	\$ -	\$ -	\$ (186,000)	\$ 8,737,437
Nursing, Science Math - RCC	\$ -	\$ -	\$ -	\$ (467,028)	\$ 8,270,409
Wheelock Gym - RCC	\$ -	\$ -	\$ -	\$ (72,966)	\$ 8,197,443
Norco Allocation - NC	\$ -	\$ -	\$ -	\$ (500,000)	\$ 7,697,443
Secondary Effect - NC	\$ -	\$ -	\$ -	\$ (35,288)	\$ 7,662,155
Groundwater Wells - NC	\$ -	\$ -	\$ -	\$ (211,149)	\$ 7,451,006
Alumni Carriage House Restoration - RCCD	\$ -	\$ -	\$ -	\$ -	\$ 7,451,006
District Standards	\$ -	\$ -	\$ -	\$ (345,032)	\$ 7,105,974
Self-Generating Inc Program (Fuel Cell)	\$ -	\$ -	\$ -	\$ (2,200,000)	\$ 4,905,974
Self-Generating Inc Program - Incentives/Rebates	\$ -	\$ -	\$ -	\$ (236,250)	\$ 4,669,724
MVC Student Services Bldg. Reno (Welcome Center)	\$ -	\$ -	\$ -	\$ (2,500,000)	\$ 2,169,724
MVC Elevator Modernization & Fire Alarm System Upgrade	\$ -	\$ -	\$ -	\$ (174,106)	\$ 1,995,618
Ben Clark Corrections Platform Training Facility	\$ -	\$ -	\$ -	\$ (340,000)	\$ 1,655,618
<b>Program Contingency</b>					
					\$ 1,655,618
<b>Remaining Measure C Funds</b>					
					\$ 3,499,199



**CENTRALLY CONTROLLED FUNDS**

Description	Total Project Budget	Measure C Budget	Non-Measure C Budget	Additional Measure C Budget	Measure C Allocation
<b><u>Measure C Summary</u></b>					
Original Measure C Allocation		\$53,300,000			
Additional Measure C Allocation		-\$31,177,558			
<b>Total Measure C Allocation</b>		<b><u>\$22,122,442</u></b>			

# Board of Trustees Regular Meeting (VI.W)

Meeting	August 18, 2020
Agenda Item	Grants, Contracts and Agreements (VI.W)
Subject	Grants, Contracts and Agreements Architectural Services Agreement with 19six Architects for the Life Science/Physical Science Reconstruction Project for Business Education and Computer Information Systems
College/District	Riverside City College
Funding	Riverside City College Measure C Allocation and State Capital Outlay Funding
Recommended Action	Recommend approving an Architectural Services Agreement with 19six Architects for the RCC Life Science/Physical Science Reconstruction project for the not to exceed amount of \$2,329,653.

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## Background Narrative:

The District issued a Request for Qualifications and Proposals (RFQ/P) for the Riverside City College Life Science and Physical Science Reconstruction project to select an architectural firm to provide comprehensive architectural and engineering services including schematic design, design development, construction documents and construction administration services. The selected firm will be required to provide project estimating, working drawings, and bid specifications.

In May 2020, a project committee was formed to select an architect and to participate in the design of the facility. The committee includes the following members from RCC: two (2) classified staff, four (4) faculty, two (2) students, two (2) administrators/managers, as well as representatives from the District Facilities Planning and Development department.

On June 17, 2020, the RFQ/P was issued to the District's pre-qualified pool of architectural services firms. The RFQ/P document included a pre-established scoring matrix to consider the firm's qualifications, experience, project approach, and methodology. The RFQ/P was conducted in three steps: 1) statement of qualifications review; 2) firm interviews and; 3) fee proposal evaluation and negotiation.

The District received eighteen (18) RFQ/Ps. The committee members reviewed and scored each proposal independently in accordance with the RFQ/P requirements and selected the top five (5) architectural firms for interviews. The highest scoring firm was selected to negotiate the best and final fee proposal.

Based on evaluation of the proposals, qualifications, experience, negotiated price and demonstrated competence, the committee recommends 19six Architects for architectural services in the not to exceed amount of \$2,329,653, including reimbursable expenses. The term of the agreement is from August 19, 2020 to December 30, 2024.

Prepared By: Gregory Anderson, President, Riverside City College  
Carol Farrar, Vice President, Academic Affairs, Riverside City College  
Raymond West, Vice President, Business Services, Riverside City College  
Aaron S. Brown, Vice Chancellor, Business and Financial Services  
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development

Majd S. Askar, Director, Business Services  
Mehran Mohtasham, Director, Capital Planning  
Bart Doering, Director, Facilities Development

# ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 19th day of August in the year 2020 by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and 19six ARCHITECTS, hereinafter referred to as "ARCHITECT." This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT 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 architectural services for the Riverside City College Life Science/Physical Science Reconstruction Project for Business + Computer Information System, hereinafter referred to as the "PROJECT"; and

**WHEREAS**, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

**NOW, THEREFORE**, the PARTIES hereto agree as follows:

## ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants, as enumerated in Articles II and III of this AGREEMENT.

2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that it will follow the standards of its profession in performing all services under this AGREEMENT.

3. The ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the PARTIES and shall incorporate the requirements set forth in Section 4 below and include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

4. The ARCHITECT shall perform all services under this AGREEMENT within the time limits and consistent with the Anticipated Time Schedule as set forth in the JCAF 32 Form of the approved Final Project Proposal for the PROJECT. Some of the dates include, but are not limited to, completion of Construction Documents by **June 30, 2021**; DSA final approval by **April 1, 2022**; and completion of the PROJECT by **August 31, 2024**. The time schedule established in the Final Project Proposal as referenced above shall not, except for reasonable cause and approval by the DISTRICT, be exceeded by the ARCHITECT.

5. If the PROJECT includes the replacement or repair of more than 25% of a roof or the replacement or repair of a roof that has a total cost of more than \$21,000, the ARCHITECT shall

comply with the requirements set forth in Public Contract Code section 3000, et seq., including signing the required certification.

6. The ARCHITECT has been selected based on ARCHITECT's knowledge of California public schools and colleges and ARCHITECT's knowledge of the educational system for funding and construction and is thoroughly familiar with the requirements for state funding, DSA for approvals of plans and specifications, and other requirements that are applicable to a public school project for community college districts.

7. The ARCHITECT shall coordinate its services with the Contractor, Project Inspector, its consultants and other parties to ensure that all requirements under DSA's Inspection Card (Form 152) and any subsequent revisions, supplements or updates thereto issued or required by DSA, or any other/alternate processes are being met in compliance with DSA requirements and in compliance with the PROJECT schedule. The ARCHITECT and its consultants shall take all action necessary as to not delay progress in meeting any DSA requirements. The ARCHITECT shall meet all requirements set forth in DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions, supplements or updates thereto issued or required by DSA. Any references to DSA requirements or forms for the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

## **ARTICLE II - SCOPE OF ARCHITECT'S SERVICES**

1. The ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete the PROJECT. The ARCHITECT's services shall include those described in this AGREEMENT, and include all structural, civil, mechanical and electrical engineering and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of "Construction Documents" defined as including, but not limited to, the following: The contract between the DISTRICT and the "Contractor" awarded the PROJECT (the "Contract"), general and supplementary conditions of the Contract between the DISTRICT and Contractor, drawings, specifications, Addenda, Revisions and other documents listed in the Contract, and modifications issued after execution of the Contract between the DISTRICT and Contractor.

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies (for both on and off-site approvals) and any other entities including, but not limited to, those responsible for electrical, gas, water, sanitary or storm sewer, telephone, cable/TV, antenna-based services (e.g., Dish Network), internet providers, public utilities, the fire department, as well as the County Health Department, State Water Resources Control Board ("SWRCB"), the State Chancellor's Office ("State Chancellor") and DSA. If necessary, the ARCHITECT shall secure preliminary agency approvals and notify the DISTRICT in writing as to the actions the DISTRICT must take to secure formal approvals.

3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.

4. The ARCHITECT shall provide a PROJECT description which includes the DISTRICT's needs, Program, and the requirements of the PROJECT prior to preparing preliminary designs for the PROJECT.

5. The ARCHITECT shall assist the DISTRICT in determining the phasing of the PROJECT that will most efficiently and timely complete the PROJECT. This includes phasing the PROJECT's construction and the inspection approval process so Incremental Approvals as required under DSA's Construction Oversight Process Procedure can be obtained during the completion of the PROJECT.

6. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, schedule, and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of educational specification requirements.

7. The ARCHITECT shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings, or locations.

8. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its consultants, the DISTRICT's representative(s), and other consultants of the DISTRICT during PROJECT development.

9. The ARCHITECT shall make revisions in Drawings, Specifications, the Project Manual, or other documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by the DISTRICT, including revisions made necessary by adjustments in the DISTRICT's Program or Budget as defined in Article IV.

10. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction. The ARCHITECT shall be prepared to prioritize and prepare a priority list to address critical Program and PROJECT needs as opposed to optional items that may be dropped if there is inadequate Budget for the PROJECT. In the case where there are Budget constraints, the ARCHITECT, shall prepare a priority list of critical programmatic needs and items that may be of lesser priority and review the Program with the DISTRICT.

11. The ARCHITECT shall provide services in connection with the work of a Construction Manager or separate consultants retained by DISTRICT.

12. The ARCHITECT shall provide detailed estimates of the PROJECT's Construction Costs at no additional cost to DISTRICT as further described in Articles V and VI.

13. The ARCHITECT shall provide detailed quantity surveys which provide inventories of material, equipment, and labor.

14. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT.

15. The ARCHITECT shall provide interior design and other services required for, or in connection with, graphics and signage. All other interior design services are addressed under Article III as an Additional Service.

16. To the extent the ARCHITECT is not familiar or does not have experience with any materials or systems designed for the PROJECT, the ARCHITECT shall visit suppliers, fabricators, and manufacturers' facilities, such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.

17. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to the DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.

18. The ARCHITECT shall certify to the best of its information, pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any Construction Document for the PROJECT and will ensure that contractors provide the DISTRICT with a certification that all materials used in the construction of any school or college building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in the PROJECT's specifications that materials containing ACBM's shall not to be included or incorporated into the PROJECT. The ARCHITECT shall incorporate requirements into the PROJECT's specifications that indicate the above certification shall be part of the Contractor's final PROJECT submittal to the DISTRICT.

19. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.

20. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of the DISTRICT, attend public hearings and other public meetings. The ARCHITECT shall be prepared to address concept and programmatic requirements for the PROJECT in such presentations, public hearings and public meetings. In addition, the ARCHITECT shall attend and assist in legal proceedings that arise from the errors or omissions of the ARCHITECT.

21. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified, or extended without written agreement between the DISTRICT and ARCHITECT.

22. The ARCHITECT shall comply with all federal, state, and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

23. The ARCHITECT shall have access to the work at all times.

24. The ARCHITECT shall commit the same PROJECT representatives from the commencement of services under this AGREEMENT through the completion of the Project Close-Out Phase. Any change in staff will require the written approval of the DISTRICT.

**25. Schematic Design Phase**

a. The ARCHITECT shall meet with the DISTRICT to understand and verify the DISTRICT's requirements for its Program. In the cases where a Program is furnished to the ARCHITECT by the DISTRICT, the ARCHITECT shall review the DISTRICT's Program and address if the Program, in the ARCHITECT's professional opinion, is realistic. If there are issues with the Program that has been provided, as part of the Schematic Design Services, ARCHITECT shall rework the Program with the DISTRICT representative and the DISTRICT to establish a priority list of programmatic needs and items that may be within and outside of the DISTRICT's Budget. Once the Schematic Design, Program and Budget are reconciled with the DISTRICT representative, and the DISTRICT approves the Schematic Design, Program and Budget, the ARCHITECT may then move on to the Design Development Phase.

b. In the cases where the DISTRICT has not established a Program, the ARCHITECT shall work with the DISTRICT to help establish a Program and Budget based on available state funding, available grants, or available funds (in the cases where no funding or grants are available). The ARCHITECT's familiarity with how projects are funded by the State Chancellor or through grants shall be part of the expertise the DISTRICT is relying upon in conjunction with the ARCHITECT's experiences with similar projects and programs for the establishment of the DISTRICT's Program and PROJECT under this AGREEMENT. The ARCHITECT shall not design for a Program or PROJECT that exceeds the DISTRICT's Budget unless the ARCHITECT obtains the written consent of the DISTRICT and an agreement that the ARCHITECT is permitted to exceed the available Budget.

c. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings, renderings, programmatic outlines, and other documents illustrating the scale and relationship of the PROJECT's components. These documents shall be prepared with the understanding that Design Development and Construction Documents Phases of this AGREEMENT shall be completed in accordance with the realistic understanding of and adherence to the Schematic Design. The Schematic Design Documents shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations of the State and local governmental agencies and/or authorities having jurisdiction over the PROJECT, including, but not limited to, the State Chancellor, DSA, the County Health Department and the local fire marshal/department, which are required for the final approval of the PROJECT's completed Construction Documents.

d. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT and PROJECT's priorities for approval by the DISTRICT.



e. If directed by the DISTRICT at the time of approval of the Schematic Design Documents, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, phased construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Careful attention is directed to DSA requirements for phasing of projects and the likelihood that DSA or other agency approvals may expire during the phases. If there is an expiration and need to obtain additional DSA approvals for future phases, the ARCHITECT shall provide the DISTRICT with a written notification of the PROJECT approvals that may expire due to phasing. Alternate construction schemes made by the DISTRICT subsequent to the Design Development Phase shall be provided as an Additional Service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this AGREEMENT.

f. The ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal, and signature on all drawings and specifications prepared by said engineer.

g. The ARCHITECT shall investigate existing conditions or facilities and verify drawings of such conditions or facilities.

h. The ARCHITECT shall perform Schematic Design services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

i. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

**26. Design Development Phase (Preliminary Plans)**

a. Upon approval by the DISTRICT of the Schematic Design services set forth above, the ARCHITECT shall prepare Design Development Documents based on the Schematic Design and based on the Program that has been approved by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross-sections, and other documents necessary to depict the design of the PROJECT, and shall outline specifications to fix and illustrate the size, character, and quality of the entire PROJECT as to the Program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the State Chancellor, DSA, the County Health Department and the local fire marshal/department.

b. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

c. The ARCHITECT shall perform all Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

**27. Construction Document Phase (Working Drawings and Final Plans)**

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in an acceptable Building Information Modeling format, such as Autodesk® Revit® and AutoCAD® Civil 3D®) including, but not limited to, all drawings and specifications for the PROJECT setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable (on and off site) governmental and code requirements including, but not limited to, the requirements of the State Chancellor, DSA, the local fire marshal/department, the County Health Department and any other governmental agency having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done in a minimum of LOD 200, as well as the materials, workmanship, finishes, and equipment required for the completion of the PROJECT. All Construction Documents prepared by the ARCHITECT shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.

b. The ARCHITECT shall prepare and file all documents required for, and obtain the required approvals of, all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the State Chancellor, DSA, local fire marshal/department, City Design Review, County Health Department, Department of Public Works, and any other governmental agencies or authorities which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental agencies and/or authorities. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due any governmental agencies and/or authorities in order to submit such cost information to the DISTRICT so payments can be prepared by the DISTRICT.

c. The ARCHITECT shall identify all tests and special inspections on the Statement of Structural Tests and Special Inspections (Form DSA 103) that are required for the completion of the PROJECT as designed and submit such DSA 103 to DSA for approval along with all other Construction Documents. Upon DSA's approval of the Construction Documents, including the approved DSA 103 for the PROJECT, the ARCHITECT shall ensure that a copy of the approved DSA 103 for the PROJECT is provided to the DISTRICT, the Laboratory of Record, each Special Inspector working on the PROJECT, the Project Inspector and the Contractor.

d. When the ARCHITECT is preparing the Construction Documents, the ARCHITECT shall include provisions that require the Contractor to:

- (1) Provide the DISTRICT with five (5) complete sets of operation manuals;
- (2) Provide adequate training and consultation to DISTRICT personnel in the operation, testing, start-up, adjusting and balancing of mechanical, electrical,

heating, air conditioning, and other systems installed by Contractor or its subcontractors; and

(3) Prepare a marked set of prints which indicate the dimensioned location of buried utility lines and which show changes in the work made during construction (“as-built documents”). All as-built documents shall be provided to the DISTRICT in a format approved by the DISTRICT.

e. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the Construction Cost arising from market fluctuations or approved changes in scope or requirements.

f. The ARCHITECT shall perform Construction Document Services to keep the PROJECT within all Program scope constraints set by the DISTRICT, as well as approved Budget, unless otherwise modified by written authorization by the DISTRICT.

g. As part of the ARCHITECT’s professional services, ARCHITECT has coordinated the drawings on the PROJECT. It is suggested, but not mandatory, that ARCHITECT perform a clash detection review of the final Construction Documents prior to submission to DSA. However, if the CM, or Design Build entity performs a clash check, ARCHITECT shall work with the CM or Design Build entity to perform reasonable clash check resolution meetings and make revisions as necessary prior to DSA submission, during DSA review, and after DSA review (followed by CCD submission or Addenda submission to document any necessary changes).

h. If the estimated PROJECT Construction Cost exceeds the Budget, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

## **28. Bidding & Award Phase**

a. The ARCHITECT, following the DISTRICT’s approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall prepare all the necessary bidding information and bidding forms required to bid the PROJECT. The ARCHITECT shall also assist the DISTRICT with the preparation of the Contractor’s Contract form, the general conditions, the supplementary conditions, and all other contract documents necessary to bid the PROJECT and award a complete Contract to the lowest responsible responsive bidder. The DISTRICT will provide the standard general conditions and supplementary conditions that must be incorporated into the Contract with the Contractor. The ARCHITECT shall review the general conditions, supplementary conditions, and all other contract documents provided by the DISTRICT for incorporation into the Contract with the Contractor and shall coordinate such documents with all other Construction Documents that are prepared by the ARCHITECT pursuant to this AGREEMENT. The ARCHITECT’s coordination obligations under this Section include, but are not limited to, verifying that any and all bid

instructions and requirements set forth in the specifications prepared by the ARCHITECT are also set forth in the Instructions to Bidders and the Bid Form that are distributed to the bidders in connection with the PROJECT. The ARCHITECT shall prepare and sign all written Addendums that are necessary to incorporate changes into the DSA approved Construction Documents prior to the award of the PROJECT. The ARCHITECT shall assist the DISTRICT in distributing all Addendums to each bidder that has obtained a set of the DSA approved Construction Documents. The ARCHITECT shall ensure that all Addendums are submitted to and approved by DSA prior to certification of the PROJECT.

c. The ARCHITECT shall deposit a reproducible set of Construction Documents including, but not limited to, all drawings and specifications for the PROJECT at a reprographics company specified by the DISTRICT for the bid and for printing of additional sets of the DSA approved Construction Documents during the PROJECT. In accordance with the requirements of this Section, the ARCHITECT shall forward all plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files and/or BIM files) prepared by the ARCHITECT or the ARCHITECT's consultants during the course of the PROJECT to the reprographics company specified by the DISTRICT at no additional cost to the DISTRICT. The DISTRICT may request that such documents be delivered to the reprographics company selected by the DISTRICT in CADD, PLOT, TIFF or the format approved by the DISTRICT. In addition, the ARCHITECT shall provide the DISTRICT with a BIM format diskette file with all layers unprotected so the DISTRICT may utilize with a Construction Manager or Design Build entity. It is expressly understood that the release of the underlying BIM documents is for the limited use only for the PROJECT (unless otherwise agreed to in writing) and that changes that are made to the underlying BIM documents are not the responsibility of ARCHITECT. For documentation purposes, one record set of the transmitted documents shall be placed on a CD (or other acceptable electronic media) properly labeled as the record set of documents transmitted to the DISTRICT. Reasonable costs for producing this record document shall be reimbursed to the ARCHITECT and ARCHITECT's consultants. ARCHITECT is also advised to make a record set of clash detection checks to record the clashes that are encountered on the set of documents distributed for future record purposes and this clash detection shall also be placed on the CD. This clash detection document is not a requirement but simply recommended.

d. Upon the DISTRICT's request, the ARCHITECT shall recommend an acceptable plan room, or blueprinting shop, or, in the alternative, ARCHITECT shall print the necessary bidding information, Contract forms, general conditions, supplementary general conditions and all other Construction Documents necessary to bid the PROJECT and award a complete Contract to a successful bidder and shall deliver/distribute such printed copies to all interested bidders.

e. The ARCHITECT shall make subsequent revisions to drawings, specifications, and other DSA approved Construction Documents that result from the approval of any substitution request, RFI, or submittal. All Revisions shall be prepared in writing and signed by the ARCHITECT. The ARCHITECT shall ensure that all Revisions are submitted to and approved by DSA prior to certification of the PROJECT.

f. If the lowest bid exceeds the Budget (or if a complete detailed estimate is prepared by a certified professional cost estimator from Construction Documents that are at least 90% completed) for the PROJECT, the ARCHITECT, in consultation with, and at the direction of, the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI.

## 29. Construction Phase

a. Prior to the start of construction, the ARCHITECT shall certify that the following two documents have been submitted to DSA:

(1) Contract Information Form DSA-102.

(2) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

b. The Construction Phase will commence with the award of the Construction Contract to Contractor.

c. The ARCHITECT shall reproduce five (5) sets of Construction Documents and all progress prints for the DISTRICT's and the DISTRICT's consultant's use at the ARCHITECT's expense.

d. The ARCHITECT shall provide technical direction to a full-time Project Inspector employed by, and responsible to, the DISTRICT, as required by applicable law. The ARCHITECT shall direct and monitor the work of the Laboratory of Record as required by applicable law and provide code required supervision of Special Inspectors not provided by the Laboratory of Record. Upon the DISTRICT's award of a Construction Contract to the Contractor, the ARCHITECT shall obtain the necessary Project Inspection Cards ("PIC") (Form DSA 152) from the DSA that are needed for the Project Inspector's use in approving and signing off work on the PROJECT as it is completed by the Contractor. The ARCHITECT shall verify that the Project Inspector has the appropriate amount of PIC's that are needed for the inspection and completion of the entire PROJECT prior to the commencement of any work by the Contractor on the PROJECT. The ARCHITECT shall provide the Project Inspector, Laboratory of Record and each Special Inspector with a copy of the DSA approved Construction Documents including, but not limited to, the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of any work on the PROJECT at the ARCHITECT's expense.

e. The ARCHITECT shall meet with the Project Inspector, DISTRICT, Contractor, Laboratory of Record and Special Inspectors as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

f. The ARCHITECT shall prepare Interim Verified Reports (Form DSA 6-AE) and submit such Interim Verified Reports to DSA, the Project Inspector and the DISTRICT

prior to the Project Inspector's approval and sign off of any of the following sections of the PROJECT's PIC's as applicable:

- (1) Initial Site Work and Foundations Preparation;
- (2) Vertical and Horizontal Framing;
- (3) Appurtenances;
- (4) Finish Site Work and Other Work;
- (5) Final.

If the ARCHITECT has delegated responsibility for any portion of the PROJECT's design to other engineers, the ARCHITECT shall ensure that such engineers submit the necessary Interim Verified Reports (Form DSA 6-AE) to DSA, the Project Inspector and the DISTRICT during the course of construction and prior to the Project Inspector's approval and sign off of the above sections of the DSA Form 152 as they relate to the portions of the PROJECT that were delegated to such engineers.

g. The ARCHITECT shall be responsible for reviewing and ensuring, on a monthly basis, that the Contractor is maintaining an up-to-date set of as-built documents which will be furnished to the DISTRICT upon completion. The ARCHITECT shall review the as-built documents prepared by the Contractor on a monthly basis and report whether they appear to be up to date, based upon the ARCHITECT's observations of the PROJECT. If it appears the as-built documents are not being kept up to date by the Contractor, the ARCHITECT shall recommend to the DISTRICT, in writing, an appropriate withholding from the Contractor's monthly payment application to account for the Contractor's failure to maintain such as-built documents.

h. The ARCHITECT will endeavor to secure compliance by Contractor with the Contract requirements, but does not guarantee the performance of the Contractor's Contract.

i. The ARCHITECT shall provide general administration of the Construction Documents including, but not limited to, the following:

- (1) Visiting the PROJECT site to maintain such personal contact with the PROJECT as is necessary to assure the ARCHITECT that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so the ARCHITECT can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater) in order to:

- i. Become familiar with, and to keep the DISTRICT informed about, the progress and quality of the portion of the work completed and for the preparation of the weekly written reports the ARCHITECT will prepare and submit to the DISTRICT for its review;

ii. Become familiar with, and to keep DSA and Project Inspector informed about, the progress and quality of the portion of the work completed and for the preparation of the necessary Interim Verified Reports the ARCHITECT will prepare and submit to DSA and Project Inspector as necessary for the timely inspection of the PROJECT and for the approval and sign off of each block/section of the PIC's during the course of the PROJECT's construction;

iii. Endeavor to guard against nonconforming work and deficiencies in the work;

iv. Determine if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the approved DSA Construction Documents;

v. Attend weekly on-site construction meetings, and being otherwise available to the DISTRICT and the Project Inspector for site meetings on an "as-needed" basis;

vi. Examine Contractor applications for payment and to issue certificates for payment in amounts approved by the necessary parties; and

vii. Verify, at least monthly, in coordination with the Project Inspector, that all as-built documents are being updated pursuant to the Contract between the DISTRICT and the Contractor.

(2) Making regular reports as may be required by all governmental agencies or authorities having jurisdiction over the PROJECT;

(3) Reviewing schedules and shop drawings for compliance with design;

(4) Approving substitution of materials, equipment, and the laboratory reports thereof for conformance to the DISTRICT's standards subject to DISTRICT knowledge and approval;

(5) Responding to DSA field trip notes;

(6) Preparing Construction Change Documents for approval by DSA;

(7) Preparing Immediate Change Directives as directed by the DISTRICT;

(8) Preparing change orders for written approval by the DISTRICT;

(9) Making Punch List observations when the PROJECT reaches Substantial Completion;

(10) Determining date of Substantial Completion and the date of final completion of the PROJECT;

(11) Providing a color schedule of all materials for the PROJECT for the DISTRICT's review and approval;

(12) Assembling and delivering to the DISTRICT written guarantees, instruction books, diagrams, charts, and as-built documents that will be provided by the Contractor pursuant to the Contract between the DISTRICT and the Contractor;

(13) Issuing the ARCHITECT's Certificate of Substantial Completion, Certificate of Completion and final certificate for payment; and

(14) Providing any other architectural services to fulfill the requirements of the Construction Documents and this AGREEMENT.

j. ARCHITECT shall provide the DISTRICT with written reports, as necessary, to inform the DISTRICT of any problems arising during construction, changes contemplated as a result of each problem, and the progress of work.

k. The ARCHITECT, as part of the ARCHITECT's Basic Services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.

l. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.

m. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.

n. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT whenever, in the ARCHITECT's opinion, it may be necessary to stop the work to avoid the improper performance of the Construction Agreement. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed, or completed.

o. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses, or otherwise amend the Construction Documents, without first obtaining the written approval of the DISTRICT.

p. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall



have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT, unless otherwise modified in writing.

q. The ARCHITECT shall prepare all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications, and such modifications therein as may be necessary to meet unanticipated conditions encountered during construction, at no additional cost or expense to the DISTRICT. In addition, the ARCHITECT shall, at no additional cost, provide services made necessary by defect or deficiencies in the work of the Contractor which, through reasonable care, should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor, but which ARCHITECT failed to do.

r. The ARCHITECT shall examine, verify, and approve the Contractor's applications for payment and issue certificates for payment for the work and materials provided by the Contractor which also reflect the ARCHITECT's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for any other reason. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the DSA approved Construction Documents, that the as-built documents are up to date, and that the Contractor is entitled to payment in the amount certified.

s. The ARCHITECT shall review and approve, or take other appropriate action, upon the Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's actions shall not delay the work, but should allow for sufficient time, in the ARCHITECT's professional judgment, to permit adequate review. The ARCHITECT shall ensure that all deferred approval submittals are resolved and approved by DSA prior to incorporation in the PROJECT.

t. After the PROJECT has been let, all changes to the DSA approved Construction Documents shall be made by means of a Construction Change Document ("CCD") unless otherwise approved by the DISTRICT in writing. The ARCHITECT shall be responsible for preparing each CCD related to the PROJECT and shall determine which changes affect the Structural, Access or Fire & Life Safety (collectively "SAFLS") portions of the PROJECT and ensure that such changes are documented and implemented through a written CCD-Category A (Form DSA 140). All CCD-Category A's must be submitted to DSA by the ARCHITECT with all supporting documentation and data and must be approved by DSA before such work can commence on the PROJECT. The ARCHITECT shall obtain the DISTRICT's approval of all CCD-Category A's before they are submitted to DSA for review and approval. All other changes to the DSA approved Construction Documents not involving SAFLS portions of the PROJECT are not required to be submitted to DSA unless DSA specifically requires such changes to be submitted to DSA in the form of a written CCD-Category B (Form DSA 140) inclusive of all supporting documentation and data. Changes that are not determined by the ARCHITECT and/or DSA to require documentation through an approved CCD-Category A/B shall be documented

through an alternative CCD form or other document approved by the DISTRICT or required by DSA.

u. The ARCHITECT shall prepare and issue Immediate Change Directives (“ICD”) to the Contractor when directed by the DISTRICT to complete the work that is necessary due to the Contractor’s failure to complete the PROJECT in accordance with the DSA approved Construction Documents. The ARCHITECT shall provide the Project Inspector with a copy of the ICD and direct the Project Inspector to inspect the work as it is completed in accordance with the ICD.

v. All changes to the DSA approved Construction Documents, whether set forth in a CCD, ICD or any other document approved by the DISTRICT, shall be incorporated into change orders by the ARCHITECT for the DISTRICT’s approval. Each change order shall identify: (1) the description of the change in the work; (2) the amount of the adjustment to the Contractor’s Contract sum, if any; and (3) the extent of the adjustment in the Contractor’s Contract Time, if any. The ARCHITECT shall prepare change orders, with supporting documentation and data, for the DISTRICT’s review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor’s proposals for possible change orders.

w. The ARCHITECT shall, at the ARCHITECT’s expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction based on the marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

x. The ARCHITECT shall inspect the PROJECT to determine the date or dates of Substantial Completion and final completion. The ARCHITECT shall receive and forward to the DISTRICT for the DISTRICT’s review all written warranties and related documents required by the Construction Documents, and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents. In the event the approved schedule for the PROJECT has been exceeded due to the fault of the Contractor, the ARCHITECT shall issue a written notice to the DISTRICT and the Contractor evaluating the cause of the delay(s) and shall advise the DISTRICT and the Contractor of the commencement of liquidated damages under the Contract between the DISTRICT and Contractor.

y. The ARCHITECT shall provide written evaluation of the Contractor’s performance under the requirements of the Construction Documents when requested in writing by the DISTRICT. When the ARCHITECT has actual knowledge of any defects, errors, or deficiencies with respect to the Contractor’s performance on the PROJECT, the ARCHITECT shall provide the DISTRICT and the Contractor with written notification of such defects, errors, or deficiencies.

z. The ARCHITECT shall:

(1) Review all requests for information (“RFI”), submittals, and substitution requests that are submitted by the Contractor in connection with the PROJECT;

(2) Determine the data criteria required to evaluate requests for substitutions; and

(3) Be responsible for ensuring that all RFI’s, submittals and substitution requests by the Contractor are responded to not later than fourteen (14) days, or as soon as the circumstances require.

aa. The ARCHITECT shall be responsible for gathering information and processing forms required by any applicable governing agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, the County Health Department, the local building departments, local fire departments, the State Chancellor, and DSA, in a timely manner and ensure proper close-out of the PROJECT.

bb. The ARCHITECT shall obtain the DISTRICT’s approval of all CCD’s immediately following the request for such changes by the Contractor or upon any other circumstances necessitating a change. Furthermore, the ARCHITECT shall maintain a log of all CCD’s, ICD’s change orders or any other DISTRICT approved form documenting changes to the DSA approved Construction Documents (the “Changes Log”), including status, for the DISTRICT’s review and approval. The ARCHITECT shall submit the Changes Log to the DISTRICT with its monthly invoice. Submission of the Changes Log is a requirement for payments to the ARCHITECT during the course of construction.

cc. The ARCHITECT shall evaluate and render written recommendations within a reasonable time on all claims, disputes, or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the Contract between the DISTRICT and the Contractor. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by the ARCHITECT.

dd. The ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

ee. The ARCHITECT shall review the list of minor defects, deficiencies, and/or incomplete items (hereinafter the “Punch List”) and the fully executed Verified Report (Form DSA-6) that are submitted to the DISTRICT by the Contractor when the Contractor considers the PROJECT to be Substantially Complete. The ARCHITECT shall inspect the PROJECT, in conjunction with the Contractor, in order to verify the Contractor’s Punch List, add any other items to the Punch List and to confirm that Substantial Completion has been reached on the PROJECT. In the event the Contractor does not submit a fully executed Verified Report with its proposed Punch List, the ARCHITECT shall reject the Contractor’s Punch List, in writing, as premature. If Substantial Completion of the PROJECT is verified

by the ARCHITECT and the required Verified Report has been submitted to the DISTRICT for review, the ARCHITECT shall finalize the Punch List and notify the Contractor in writing that all Punch List items must be corrected prior to acceptance of the PROJECT and final payment, and that all Punch List items must be completed within the duration set forth in the Contract between the DISTRICT and the Contractor. The DISTRICT shall also be notified in writing of all Punch List items identified by the ARCHITECT and the Contractor. The ARCHITECT shall notify the DISTRICT when all Punch List items have been corrected by the Contractor for the DISTRICT's final acceptance of the PROJECT and final payment. In the event the Contractor fails to correct any Punch List item(s) within the duration set forth in the Contract between the DISTRICT and the Contractor, the ARCHITECT shall inform the DISTRICT of such default and provide the DISTRICT with a reasonable valuation of the cost to correct each outstanding Punch List item for deduction from the Contractor's final payment and/or retention. For purposes of this AGREEMENT, "Substantial Completion" shall mean the following five (5) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and incomplete items on the Punch List; (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card; (3) all building systems including mechanical, electrical and plumbing are functioning; (4) all other items DSA Form 152 Inspection Card for the Project have been approved and signed off; and (5) the PROJECT is fit for occupancy and its intended use.

ff. Once the ARCHITECT has verified the Substantial Completion of the PROJECT, the ARCHITECT shall issue a Certificate of Substantial Completion to the Contractor and the DISTRICT. Upon the issuance of the Certificate of Substantial Completion, the ARCHITECT shall prepare and submit to DSA, Project Inspector and the DISTRICT a written Verified Report, on Form DSA 6AE, pursuant to Section 4-336 of Title 24 of the California Code of Regulations. The ARCHITECT shall also submit a signed Verified Report to DSA, Project Inspector and the DISTRICT upon any of the following events:

- (1) Work on the PROJECT is suspended for a period of more than one month;
- (2) The services of the ARCHITECT are terminated for any reason prior to the completion of the PROJECT;
- (3) DSA requests a Verified Report.

gg. The ARCHITECT and its consultants shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Deviation or similar notice(s) issued by the ARCHITECT, Project Inspector, Special Inspector(s), Laboratory of Record and/or any governmental agency or authority, is fully corrected and closed before the ARCHITECT approves any final Punch List by the Contractor. As part of the ARCHITECT's Basic Services under this Section, the ARCHITECT shall direct the applicable Inspectors, Special Inspectors, and/or engineers on the PROJECT to visually verify that each defective, deficient and/or incomplete item of work referenced in each Notice of Deviation have been rectified and closed prior to the approval of the final Punch

List and the issuance of any Certificate of Substantial Completion by the ARCHITECT. In the event the ARCHITECT and/or its consultants fail to verify that such work has been corrected by the Contractor before the ARCHITECT approves the final Punch-List and such work has in fact not been corrected, the ARCHITECT shall be responsible for performing all the architectural and/or engineering services necessary, at no additional cost to the DISTRICT, to ensure such open and outstanding items in the Notice(s) of Deviation are addressed accordingly and that all work related to such notices is corrected in a manner acceptable to the DISTRICT and DSA.

### 30. **Project Close-Out**

a. Within thirty (30) days after the completion of the PROJECT's construction and the ARCHITECT's receipt of as-built documents from the Contractor, ARCHITECT will review the as-built documents prepared by the Contractor and revise the record drawings and specifications so that they include all material changes made necessary by CCD's, ICD's, change orders, RFI's, change order requests ("COR's"), Bulletins, clarifications as noted by the Contractor in its as-built documents and/or any other DISTRICT approved document which details the changes that were made to the DSA approved Construction Documents. The ARCHITECT shall incorporate such changes into a complete AutoCAD as-built file, in the original, executable, software format, and PDF files, and provide all such documents, including five (5) hard copies, to the DISTRICT at no additional cost. In the event the Contractor fails to provide its as-built documents within 30 days of the PROJECT's completion, the ARCHITECT shall notify the DISTRICT, in writing, of the Contractor's failure and recommend the appropriate withholding from the Contractor's final payment under the Contract with the DISTRICT.

b. The ARCHITECT shall assist the DISTRICT in securing the delivery of any and all applicable documents described in Sections c and d below, to DSA for review prior to issuance of a "Certificate of Completion." The ARCHITECT shall submit all documents prepared by, or in control of, the ARCHITECT to DSA without delay.

c. During the period the PROJECT is under construction, the ARCHITECT shall certify that the following two documents have been submitted to DSA:

- (1) Addenda, deferred approvals and revisions;
- (2) Copies of the Project Inspector's semi-monthly reports;
- (3) Construction deviation notices;
- (4) Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT;
- (5) Special inspection reports;
- (6) Construction Change Directives;

(7) Copies of all the necessary PIC's which have been approved and signed off by the Project Inspector for the submission to and certification by DSA; and

(8) All other documents required to be submitted to DSA in accordance with Title 24 and the Construction Oversight Process Procedure set forth in DSA's PR 13-01.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to DSA by the responsible parties. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the delivery of the above documents to DSA.

d. Upon the completion of all construction, including all Punch List items, the ARCHITECT shall assist the DISTRICT in securing the delivery of the following documents to DSA:

(1) Copy of the Notice of Completion.

(2) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, structural engineer, mechanical engineer, and electrical engineer.

(3) Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).

(4) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.

(5) Weighmaster's Certificate (if required by approved drawings and specifications).

(6) Copies of the signature page of all Addenda as approved by DSA.

(7) Copies of the signature pages of all deferred approvals as approved by DSA.

(8) Copies of the signature pages of all Revisions as approved by DSA.

(9) Copies of the signature page of all applicable Construction Change Documents as approved by DSA.

(10) Verification by the Project Inspector that all items noted on any "Field Trip Notes" have been corrected.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above items are not promptly submitted to the ARCHITECT and/or the DISTRICT by the responsible parties for

submittal to DSA. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents for delivery to DSA.

### **ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES**

1. The ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control ("Additional Services"). The ARCHITECT shall obtain written authorization from the DISTRICT before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the DISTRICT before such Additional Services are performed by the ARCHITECT. No compensation shall be paid to the ARCHITECT for any Additional Services that are not previously approved by the DISTRICT in writing. Additional Services may include:

a. Making material revisions in drawings, specifications 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 the Construction Documents;

b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors, or omissions on the part of the ARCHITECT;

c. Providing consultation concerning the replacement of work damaged by fire and furnishing services required in connection with the replacement of such work;

d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors, or omissions of ARCHITECT;

e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development Phase where segregation does not arise from ARCHITECT exceeding the estimated Budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an Additional Service subject to prior negotiation and written approval by the DISTRICT;

f. Providing contract administration services after the construction Contract time (including any Governmental Delay Float as addressed in the General Conditions of the Construction Contract with Contractor) has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor, and liquidated damages are collected therefor. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages;

g. Providing BIM documents that exceeds LOD 200; and

h. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by the DISTRICT, the ARCHITECT shall provide one or more PROJECT representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT representative(s) shall be selected, employed, and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefor as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities, or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

#### **ARTICLE IV - DISTRICT'S RESPONSIBILITIES**

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, and budget constraints, as well as any other criteria provided by the DISTRICT.

2. Prior to the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT which shall include the Construction Cost budget for the PROJECT. The overall budget shall be based upon the DISTRICT's objectives, schedule, budget constraints, and any other criteria that are provided to the ARCHITECT by the DISTRICT pursuant to Article IV, Section 1, above. The DISTRICT shall approve the Construction Cost budget prepared by the ARCHITECT pursuant to this Section and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.

3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of the ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect, or investigate the PROJECT.

5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.

6. The DISTRICT shall provide a topographical survey to the ARCHITECT upon request.

#### **ARTICLE V - COST OF CONSTRUCTION**



1. During the Schematic Design, Design Development, and Construction Document Phases, the ARCHITECT's estimates of Construction Cost shall be reconciled against the Budget approved by the DISTRICT pursuant to Article IV, Section 2.

2. The PROJECT's "Construction Cost," as used in this AGREEMENT, means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, which includes the total award from the initial construction Contract(s) plus the work covered by approved change orders and/or any alternates approved by the DISTRICT. The Construction Cost shall not include any costs that are not specifically referenced in this Article V, Section 2, as approved costs. Costs excluded from the Construction Cost include, but are not limited to, payments to the ARCHITECT or other DISTRICT consultants, costs of inspections, surveys, tests, and landscaping not included in PROJECT.

3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

4. The Construction Cost shall be the acceptable estimate of Construction Costs to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

5. Any Budget or fixed limit of Construction Cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

6. If the lowest bid received exceeds the Budget:

a. The DISTRICT may give written approval of an increase of such fixed limit and proceed with the construction of the PROJECT;

b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time;

c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Section 2;

d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or

e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the Construction Cost.

7. If the DISTRICT chooses to proceed under Article V, Section 6(e), the ARCHITECT, without additional charge, agrees to redesign the PROJECT until the PROJECT is brought within the Budget set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed to in writing by the DISTRICT. Redesign means

the redesign of the PROJECT, with all its component parts, to meet the Budget set forth in this AGREEMENT.

#### **ARTICLE VI - ESTIMATE OF PROJECT CONSTRUCTION COSTS**

1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

2. The ARCHITECT shall prepare and review the ARCHITECT's estimates of Construction Cost at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimates at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the Budget at no additional cost to the DISTRICT. The ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.

3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of Construction Costs at no additional cost.

#### **ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS**

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files, BIM files and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's consultants for this PROJECT, shall be and remain the property of the DISTRICT.

2. If DISTRICT intends to reuse ARCHITECT's plans, specifications, or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, a fee of three percent (3%) of the Construction Costs shall be paid to the ARCHITECT for such reuse. In the event of such reuse or modification of the ARCHITECT's drawings, specification, or other documents by any person, firm, or legal entity, the DISTRICT agrees to indemnify, defend, and hold the ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including, but not limited to, reasonable attorneys' fees accruing to, or resulting from, any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons including, but not limited to, death arising out of such unauthorized use, reuse or modification of the ARCHITECT's drawings, specifications, or other documents. The DISTRICT further agrees to remove the names and seals of the ARCHITECT and the ARCHITECT's consultants from the title block and signature pages. The DISTRICT, however, may use the ARCHITECT's plans and documents as enumerated in this Article as reference documents for the purposes of additions, alignments, or other development on the PROJECT site.

#### **ARTICLE VIII - 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 the ARCHITECT, 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 the ARCHITECT 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 ARCHITECT for Board approved Additional 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 ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs, shall be deducted from payments due the ARCHITECT.

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 VIII, Section 4, below, and ARCHITECT 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 ARCHITECT.

4. This AGREEMENT may be terminated without cause by the DISTRICT upon fourteen (14) days' written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay the ARCHITECT 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 ARCHITECT for Board-approved Additional 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 ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this Section through 50% completion of the ARCHITECT's portion of the PROJECT and, if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

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, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT'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.

### **ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT**

1. Records of the ARCHITECT's direct personnel and reimbursable expenses pertaining to the services performed on this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or his authorized representative at mutually convenient times.

### **ARTICLE X - COMPENSATION TO THE ARCHITECT**

The DISTRICT shall compensate the ARCHITECT in an amount **not to exceed Two Million, Two Hundred Seventy Nine Thousand, and Six Hundred Fifty Three DOLLARS (\$2,279,653)** for this agreement as follows:

1. The ARCHITECT's fees for performing Additional Services related to change orders are paid as approved by the DISTRICT's Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated and approved prior to commencing the change order-related services.

2. The ARCHITECT's compensation for performing all the Basic Services required by this AGREEMENT including , but not limited to, those services detailed in Article I and II, shall be as follows:

- |                            |  |
|----------------------------|--|
| Schematic Design Phase:    | No more than 10% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion   |
| Design Development Phase:  | No more than 15% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion   |
| Construction Docs Phase    | No more than 35% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion   |
| DSA Approval Phase:        | No more than 5% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid upon DSA approval of the PROJECT including incorporation and approval of any back-check comments |
| Bidding Phase:             | No more than 2% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion  |
| Construction Admin. Phase: | No more than 25% of the actual Architect Fee, as determined under Exhibit "A" to this AGREEMENT and the accepted bid, to be paid monthly based on actual level of completion                                   |

Project Close-Out Phase: Balance of actual Architect Fee to be paid after the all the requirements set forth in Article II, Section 30 have been completed and the PROJECT is certified by DSA and the Notice of Completion has been recorded.

3. The ARCHITECT and its consultants shall maintain time sheets detailing information including, but not limited to, the name of the employee, date, a description of the task performed in sufficient detail to allow the DISTRICT to determine the services provided, and the time spent for each task. The DISTRICT and ARCHITECT may otherwise mutually agree, in writing, on alternative types of information and levels of detail that may be provided by the ARCHITECT and its consultants pursuant to this Article X.

4. The ARCHITECT shall invoice all fees and/or costs monthly for the Basic Services that are provided in accordance with this AGREEMENT from the time the ARCHITECT begins work on the PROJECT. The ARCHITECT shall submit one (1) invoice monthly to the DISTRICT detailing all the fees associated with the applicable progress to completion percentage, reimbursable expenses (if any), and Additional Services (if any) incurred for the monthly billing period. Invoices requesting reimbursement for 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 the invoiced item(s), if applicable. Invoices requesting payment for Additional Services must reflect the negotiated compensation previously approved by the DISTRICT and include a copy of the DISTRICT's written authorization notice approving the Additional Services and the additional compensation approved by the DISTRICT. No payments will be made by the DISTRICT to the ARCHITECT for monthly invoices requesting reimbursable expenses or Additional Services absent the prior written authorization of the DISTRICT. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services or reimbursable expenses and no claim by the ARCHITECT for additional compensation related to Additional Services or reimbursable expenses shall be valid absent such prior written approval by the DISTRICT.

5. When ARCHITECT's Fee is based on a percentage of Construction Cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable, to the extent actual services are performed, in accordance with the schedule set forth in Article X, Section 2, above, based on the lowest responsive bid price.

6. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to the prior written approval of the DISTRICT. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor-caused delays.

#### **ARTICLE XI - REIMBURSABLE EXPENSES**

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by

the ARCHITECT, the ARCHITECT's employees and consultants for the following specified items:

a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT which includes all the sets of the Construction Documents and all progress prints; and

b. Approved agency fees.

2. Approved reimbursable expenses are estimated to be **Fifty Thousand Dollars (\$50,000.00)** and this amount shall not be expended and exceeded without the prior written approval of the DISTRICT.

3. Reimbursable Expenses shall not include the following specified items or any other item not specifically identified in Article XI, Section 1 above:

a. Travel expenses;

b. Check prints;

c. Prints or plans or specifications made for ARCHITECT's consultants and all progress prints;

d. Preliminary plans and specifications;

e. ARCHITECT's consultants' reimbursables;

f. Models or mock-ups; and

g. Meetings with Cities, planning officials, fire departments, DSA, State Chancellor or other public agencies.

4. The DISTRICT's prior written authorization is an express condition precedent to any reimbursement to ARCHITECT of such costs and expenses for items not included in Article XI, Section 1 above as an allowable reimbursable expense, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by DISTRICT. Payment for these reimbursable expenses shall be made as set forth in Article X.

## **ARTICLE XII - EMPLOYEES AND CONSULTANTS**

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the consultant services necessary to complete the PROJECT including, but not limited to: landscape architects; theater and acoustical consultants; structural, mechanical, electrical and civil engineers; and any other necessary design professionals and/or consultants as determined by the ARCHITECT and acceptable to the DISTRICT. All consultant services shall be provided at the ARCHITECT's sole expense. The ARCHITECT shall be responsible for the coordination and cooperation of all architects, engineers, experts or other consultants employed by the ARCHITECT. The ARCHITECT shall ensure that its engineers and/or other consultants file the required Interim Verified Reports, Verified Report and other documents that are necessary for the PROJECT's timely inspection and close-out as required by the applicable governmental agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, DSA. The ARCHITECT shall ensure that its engineers and consultants observe the construction of the PROJECT during the course of construction, at no additional cost to the DISTRICT, to maintain

such personal contact with the PROJECT as is necessary to assure such engineers and consultants that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so such engineers and consultants can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater).

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultants and/or consultant firms proposed for the PROJECT. The ARCHITECT shall notify the DISTRICT of the identity of all design professionals and/or consultants in sufficient time prior to their commencement of services to allow the DISTRICT a reasonable opportunity to review their qualifications and object to their participation on the PROJECT if necessary. The ARCHITECT shall not assign or permit the assignment of any design professionals, engineers, or other consultants to the PROJECT to which DISTRICT has a reasonable objection. Approved design professionals and/or consultants shall not be changed without the prior written consent of the DISTRICT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any consultants employed by the ARCHITECTS under the terms of this AGREEMENT.

3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable competent person at the DISTRICT's request.

4. The construction administrator or field representative assigned to the PROJECT by the ARCHITECT shall be licensed as a California Architect and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile, and through correspondence, design direction and decisions when the construction administrator is not at the site.

### **ARTICLE XIII – MISCELLANEOUS**

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions, and decisions made between or among the DISTRICT, ARCHITECT, and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.

2. To the fullest extent permitted by law, ARCHITECT 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 ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT'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 ARCHITECT, the ARCHITECT 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 ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT 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 Architects who are directly employed by the DISTRICT. The ARCHITECT, 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 ARCHITECT, 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 ARCHITECT'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 ARCHITECT, the ARCHITECT 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 ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, 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 ARCHITECT'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 ARCHITECT's proportionate percentage of fault.

d. The PARTIES understand and agree that Article XIII, Section 2, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the ARCHITECT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.

e. Any attempt to limit the ARCHITECT's liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.



3. ARCHITECT 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 ARCHITECT and DISTRICT from claims which may arise out of, or result from, ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subconsultant, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The ARCHITECT 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. Commercial general and auto liability insurance, with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) 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 TWO MILLION DOLLARS (\$2,000,000.00) 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 ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required under Article XIII, Section 3(b), above, shall name the DISTRICT and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT 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. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the

event the ARCHITECT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that the ARCHITECT subcontracts any portion of the ARCHITECT's duties, the ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII, Sections 3(a), (b), (c) and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence. The ARCHITECT shall not subcontract any portion of the ARCHITECT's duties under this AGREEMENT without the DISTRICT's prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.

g. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the ARCHITECT.

4. The ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. The ARCHITECT understands and agrees that the ARCHITECT and all of the ARCHITECT'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. ARCHITECT assumes the full responsibility for the acts and/or omissions of the ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. The ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security, and income taxes for the respective employees of the ARCHITECT.

5. 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) 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 third 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 Section. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

DISTRICT:

Riverside Community College District  
3801 Market Street  
Riverside, CA 92501

ARCHITECT:

19six Architects  
250 East Rincon Street, Suite 108  
Corona, CA 92879

Attn: Hussain Agah  
Telephone: (951) 222-8871  
Facsimile: (951) 328-3588

Attn: Monisha Adnani  
Telephone: (805) 963-1955  
Facsimile: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

6. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using tobacco products (smoking, chewing, etc.) on DISTRICT property at all times.

7. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using profanity on DISTRICT property including, but not limited to, all DISTRICT sites and this prohibition shall include, but is not limited to, all racial, ethnic and/or sexual slurs or comments which could be considered harassment.

8. Appropriate dress by the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, is mandatory. Therefore, tank tops, cut-offs and shorts shall not be allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as set forth above in Section above.

9. 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 ARCHITECT.

10. The DISTRICT and ARCHITECT, 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. ARCHITECT shall not assign this AGREEMENT.

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

12. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT 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 ARCHITECT.

13. 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 attorneys' fees.

14. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase, or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

15. The ARCHITECT 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.

16. This AGREEMENT is not valid, binding, or an enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board, duly passed and adopted.

***(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)***

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

ARCHITECT:

DISTRICT:

19six ARCHITECTS

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

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

Monisha Adnani  
Principal  
250 East Rincon Street, Suite 108  
Corona, CA 92879

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

Aaron S. Brown  
Vice Chancellor  
Business & Financial Services

**EXHIBIT “A”**

**ARCHITECT’S FEE SCHEDULE  
(for RCC Life Science/Physical Science Reconstruction for Business and Computer  
Information Systems)**

July 30, 2020



Mr. Hussain Agah  
Associate Vice Chancellor, Facilities Planning & Development  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
3801 Market Street, 3<sup>rd</sup> Floor  
Riverside, CA 92501

RE: Architectural & Engineering Services Request for Qualifications (RFQ/P 54-19/20-2)  
Riverside City College  
Life Science & Physical Science's Final Project Proposal (FPP) Reconstruction Project for  
Business & Computer Information System Building Project

Dear Mr. Agah:

This letter is to confirm our commitment to this project. We fully understand the complexities and commitment required to deliver our services on time and within budget while maintaining a collaborative relationship with the District's leadership and stakeholders. 19six and our consultant team pledge to devote the resources and experience to be innovative, caring, passionate and rigorous.

For us your needs will drive the design. The bases of our approach is to build consensus around central planning and design issues to ensure the design meets your program, budget, and schedule. Our design goals include sustainability, life cycle cost analysis, design quality, building flexibility, minimizing of total life cycle costs, and building maintenance.

As important as the pursuit of LEED is, the overarching umbrella of sustainability is what drives 19six. Flexibility, adaptability, and other fundamentals of good design all contribute to sustainability and are important aspects of our design process.

We have experience working with a large, diverse group of project stakeholders and will guide you through our proven consensus building process that will ultimately leads to the success of each and every project.

We will service this project every step of the way for a successful delivery and collaboration with the State Chancellor's Office and college constituents and will achieve an exciting, fresh, reimagined building incorporating LEED that will serve as the hub for the programs it serves.

Thank you for this opportunity to be of service. We look forward to helping out with these much-needed improvements and creating a learning environment that all stakeholders can be proud of.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alan Kroeker".

Alan Kroeker, Architect  
President  
19six Architects

A handwritten signature in blue ink, appearing to read "Monisha Adnani".

Monisha Adnani, Architect  
Vice President  
19six Architects

## FEE PROPOSAL

19six proposes following fee estimate based on our understanding of the scope of services for the proposed project.

19six Best and Final Offer (BAFO) is inclusive of Architectural and Engineering Services and includes TCO implementation, LEED design, FF&E/ AV IT (Group 11) design and specification, ADA upgrade scope to meet code requirement, structural scope to meet code requirement, and a work plan schedule that is in agreement with Addendum #1 schedule milestone.

The scope of work shall be as described in the RFQ/P, the Sample Architectural Services Agreement and drawings submitted as part of FPP. This fee is based on the project construction hard cost of \$25,875,000 per DF-14 from the Chancellor's Office.

A breakdown of the services is as follows:

### Project Phase

1. Schematic Design Phase	\$	227,965
2. Design Development Phase (Preliminary Plans)	\$	341,948
3. Construction Document Phase (Final Plans)*	\$	797,879
4. DSA Phase	\$	113,983
5. Bidding & Award Phase	\$	45,593
6. Construction Phase	\$	569,913
7. Project Closeout	\$	113,983
8. Reimbursables (Fee is included above)	\$	0
9. Furniture Fixture and Equipment	\$	68,389
<b>Total Fixed Fee</b>	<b>\$</b>	<b>2,279,653</b>

### Other Proposed Fees - Alternate

9.1 Topographical Survey**	\$	12,900 (KCT Consultant) to	\$	22,500 (Psomas)
9.2 Underground Utility Survey**	\$		\$	5,500 (Psomas)
9.3 Geotechnical Report***	\$		\$	50,000 (See note below)

*The proposed fee includes all labor, materials, tools, equipment, overhead, profit, and all other direct and indirect costs.*

**See fee breakdown that provides hours and tasks for each Phase.**

**\* Construction Document Phase Fee is further broken down into Construction Document and DSA Approval Phase.**

**\*\* See attached proposals from KCT Consultant and Psomas for Survey Scope**

**\*\*\* The proposed geotechnical engineering report cost is just a budget as we normally do not contract directly with them. We can get a proposal from consultants if needed. However, we recommend doing this after our initial DSA meeting and programming meeting.**



## PROPOSED MEETINGS

### Schematic Design Phase

- Kick off meeting with the District, College Leadership, and User Group
- Initial scope verification meeting with DSA (19six and Structural)
- Site visit with consultants as needed to verify as-built conditions
- Programming meeting to review program and design requirements (19six and consultants)
- Two meetings to review initial design concepts (19six and consultants)
- Meeting to review revised design concepts (19six and consultants)
- Meeting to finalize the design and cost estimate (19six and consultants)
- Meeting with DSA to discuss structural upgrade approach (19six and Structural)
- Weekly design update meetings with District/College via video/conference call

### Design Development Phase

- Two (2) design meetings as part of 50% DD phase (19six and consultants)
- Meeting with DSA to discuss structural upgrade approach
- Additional two (2) design meetings as part of the 100% DD phase (19six and consultants)
- Meeting to review final DD drawings and Cost estimate (19six and consultants)
- Weekly design update meeting with District/College via video/conference call

### Construction Document Phase

- Attend four (4) meetings during this phase (19six and consultants)
- Meeting to review final DSA submittal drawings
- Weekly progress meeting with District/College via conference call

### DSA submittal

- Attend back-check meetings as required.

### Bidding Phase

- Attend job bid walk

### Construction Phase

- Attend preconstruction meeting
- 19six will attend the 60 construction visits
- Civil Consultant will attend 1 construction site visits
- Structural will attend 4 construction site visits
- MEP/FP/Technology consultant will attend 6 construction site visits
- All consultant will conduct (1) punch list visit
- 19six will conduct final punch list visit

*Please note that the structural consultants will attend design phase meetings on as needed basis. MEP/AV/IT will attend all meetings during design phase.*

EXCLUSIONS - The following are not included in our services described above:

- Underground utility investigation
- Utility monitoring or measurements
- Off-site improvements beyond the limit of approved FPP and project boundaries
- Custom exterior signage/lighting design
- Security and Risk assessments
- AV/TV broadcast Infrastructure
- First Responder or Cellular DAS Systems Designs
- Active electronics for data distribution (routers, servers, etc.).
- Telephone systems, other than infrastructure (conduit and j-boxes)
- Commissioning
- Agency and LEED registration or certification fees
- Meetings beyond those listed above

Sincerely,



Alan Kroeker, Architect  
President  
19six Architects



Monisha Adnani, Architect  
Vice President  
19six Architects



# Board of Trustees Regular Meeting (VI.X)

Meeting	August 18, 2020
Agenda Item	Grants, Contracts and Agreements (VI.X)
Subject	Grants, Contracts and Agreements Agreement Amendment No. 1 with HPI Architecture for Moreno Valley College Student Services Welcome Center Project
College/District	Moreno Valley College
Funding	Moreno Valley College Measure C Allocation
Recommended Action	Recommend approving Agreement Amendment No. 1 with HPI Architecture in the not to exceed amount of \$19,400 to bring the total contract amount to \$1,108,450.

---

## Background Narrative:

On August 21, 2018, the Board of Trustees approved the selection of HPI Architecture for architectural services for the Moreno Valley College Student Services Welcome Center Project and approved the agreement in the amount of \$1,089,050, including reimbursable expenses.

The College has requested additional architectural and engineering services that were not part of the original scope of work for HPI Architecture as follows: 1) provide additional AV displays and design features for the intrusion alarm system; 2) provide an infrastructure feasibility study to assess the viability and capacity of the existing central plant to connect to the new Welcome Center ; 3) provide additional engineering to remove the proposed retaining wall and shoring system, resulting in estimated earthwork construction savings of over \$100,000 .

It is recommended that the Board of Trustees approve Agreement Amendment No. 1 with HPI Architecture in the not to exceed amount of \$19,400 to bring the total contract amount to \$1,108,450 . This increase to the HPI Architecture Agreement is within the previously approved project budget.

Prepared By: Robin Steinback, President, Moreno Valley College  
Carlos Lopez, Vice President, Academic Affairs, Moreno Valley College  
Nathaniel Jones III, Vice President, Business Services, Moreno Valley College  
Aaron S. Brown, Vice Chancellor, Business and Financial Services  
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development  
Majd S. Askar, Director, Business Services  
Bart Doering, Director, Facilities Development

FIRST (1) AMENDMENT TO AGREEMENT

BETWEEN

RIVERSIDE COMMUNITY COLLEGE DISTRICT

AND

HPI ARCHITECTURE  
Moreno Valley College Welcome Center

This document amends the original agreement between the Riverside Community College District and HPI Architecture, which was originally approved by the Board of Trustees on August 21, 2018.

The agreement is hereby amended as follows:

Additional compensation of this amended agreement shall not exceed \$19,400, totaling agreement to \$1,108,450. The term of this agreement shall be from the original agreement date of August 22, 2018, to the completion of the project.

Payments and final payment shall coincide with original agreement.

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

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

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

HILL PARTNERSHIP, INC.  
Dba, HPI Architecture

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_  
Lawrence A. Frapwell  
President  
115 – 22nd Street  
Newport Beach, CA 92663

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

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

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

## Exhibit I

*Project:*

*Scope of Work:*

July 13, 2020

Mr. Bart Doering  
Facilities Development Director  
Riverside Community College District  
3801 Market Street, 3<sup>rd</sup> Floor  
Riverside CA 92501

Project: **Moreno Valley College – Welcome Center**

Subject: **Additional Services**

Mr. Doering:

Thank you for allowing us to submit the following proposal to provide additional professional services. The proposal is intended to be consistent with the scope of work defined below.

#### **PARTIES TO AGREEMENT**

CLIENT: Riverside Community College District (District)  
Facilities Planning and Development  
3801 Market Street, 3<sup>rd</sup> Floor  
Riverside, CA 92501  
Contact: Bart Doering, Facilities Development Director

ARCHITECT: Hill Partnership, Inc.  
dba HPI Architecture (HPI)  
115 22<sup>nd</sup> St.  
Newport Beach, CA 92663

#### **PROPOSED FORM of AGREEMENT**

This proposal shall act to supplement our 'Professional Services Agreement' executed September 13, 2018.

#### **PROJECT UNDERSTANDING and SCOPE OF SERVICES**

##### Additional Service 1 (Authorized April 2019)

Expand AV/IT/Security scope as defined by Moreno Valley College throughout SD and DD:

- Additional AV Display (Included for QLess System and General Information / Digital Signage)
- Addition of the Cell Booster System
- Added Security – Intrusion Alarm System
- Change in scope of AV Requirements from Conceptual Design

##### Additional Service 2 (Authorized May 2019)

Based on found conditions (manhole not referenced on survey), prepare a feasibility study to assess the availability and capacity of chilled water services from CP-1 for potential connection to the New Welcome Center. The Study will confirm capacities and condition of equipment in CP-1 and provide a

Mr. Doering  
July 13, 2020  
Page 2

recommendation and revise engineering documents accordingly for connection to the New Welcome Center.

Additional Service 3 (Authorized June 2020)

At the request of the College and District, revise contract documents to reflect the removal of the retaining wall at the Existing Student Activities Center, and re-engineer and re-design the remaining walls at the New Welcome Center. This effort includes modifying the proposed grades, structural retaining wall, and landscape / hardscape improvements.

**COMPENSATION**


HPI proposes to provide the services described above on a fixed fee basis of **Nineteen Thousand, Four Hundred Dollars (\$19,400.00)**.

Additional Service 1	\$6,200.00
Additional Service 2	\$3,200.00
Additional Service 3	\$10,000.00

We at HPI are committed to continuing to provide our professional services to the Riverside Community College District and Moreno Valley College.

Sincerely,

HPI Architecture



Lawrence A. Frapwell, Architect  
President



# Board of Trustees Regular Meeting (VIII.B)

Meeting	August 18, 2020
Agenda Item	Resources (VIII.B)
Subject	Resources Riverside City College Life Science and Physical Science Reconstruction Project for Business Education and Computer Information Systems
College/District	Riverside City College
Funding	Riverside City College Measure C Allocation, Riverside City College General Funds and State Capital Outlay Funding Allocation
Recommended Action	Recommend approving the Life Sciences and Physical Sciences Reconstruction Project for Business Education and Computer Information Systems and project budget in the total amount of \$35,004,000 as follows: 1) \$26,592,000 state allocation and; 2) \$8,412,000 local contribution as follows: \$6,100,563 from RCC Measure C allocation and \$2,311,437 from RCC General Funds.

---

## Background Narrative:

The Riverside City College Life Science and Physical Science Reconstruction project seeks to provide more functional space for the Business Education (BE) and Computer Information Systems (CIS) programs. The project will reconstruct and modernize the connected Life Science and Physical Science buildings into an interdisciplinary complex that can accommodate educational program growth and will include an engagement center that will invite students into the facility and provide introduction to different academic zones, which implements the Guided Pathways Initiative and the Vision for Success goals.

Many Business and CIS academic programs have outgrown their current facilities or are currently taught in temporary facilities. These educational facilities cannot support forecasted enrollment growth for the Business and Computer Information Systems departments. The current Business and CIS buildings are ineffective from an instructional standpoint and inefficient from a physical plant standpoint. They lack technologically advanced spaces and are in desperate need of additional laboratory and classroom spaces. The Life Science and Physical Science buildings have been vacant since the Nursing and Science building came online in 2012/2013. The entire Business program will be relocated and the Business Education building will be deactivated and potentially demolished when the future Performing Arts Complex is funded and built. Several spaces within Tech A and Tech B buildings will be deactivated and staff will be relocated to the new Business and CIS facility.

The reconstruction project will provide 34,055 assignable square feet (asf) for instructional and support services which includes the following:

- 8,800 asf lecture and classroom spaces,
- 9,400 asf laboratory space,
- 4,555 asf office space,
- 1,000 asf engagement center,
- 2,000 asf AV/TV space, and
- 8,300 asf in other spaces including a large meeting room, court room lecturing space, a Network Operation Center (NOC), Security Operation Center (SOC), Cyber Security Labs and additional computer server room space.

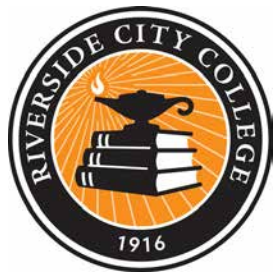
The Life Science and Physical Science buildings have been included in the District five-year capital construction plan since 2009 and have been resubmitted every year for State capital outlay funding. It was finally approved in 2018 by the State Chancellor Office and included for funding by the State for FY 2020-2021.

It is requested that the Board of Trustees approve the Life Science and Physical Science Reconstruction Project for Business Education and Computer Information Systems project and project budget in the total amount of \$35,004,000.

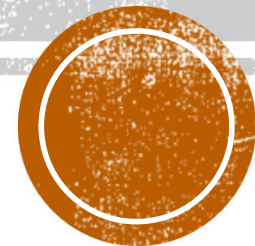
Prepared By: Gregory Anderson, President, Riverside City College  
Carol Farrar, Vice President, Academic Affairs, Riverside City College  
Raymond West, Vice President, Business Services, Riverside City College  
Aaron S. Brown, Vice Chancellor, Business and Financial Services  
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development  
Majd S. Askar, Director, Business Services  
Merhan Mohtasham, Director, Capital Planning, Facilities Planning & Development

# LIFE SCIENCE/PHYSICAL SCIENCE RECONSTRUCTION FOR BUSINESS + CIS

**Riverside City College**

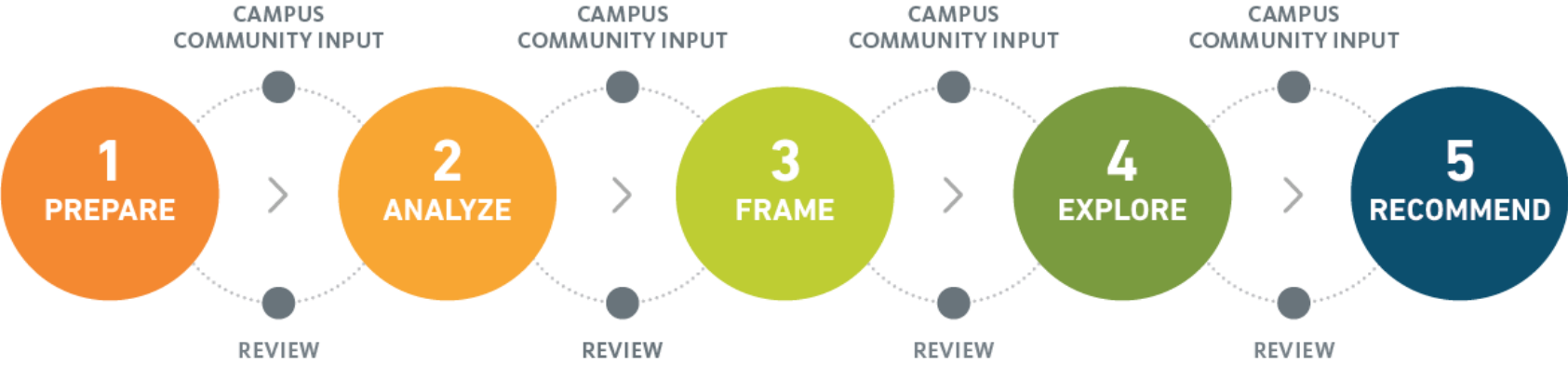


- DR. RAYMOND (CHIP) WEST - VICE PRESIDENT OF BUSINESS SERVICES
- LANESHIA JUDON, ESQ. PROFESSOR, BUSINESS ADMINISTRATION
- HUSSAIN AGAH - ASSOCIATE VICE CHANCELLOR, FACILITIES PLANNING & DEVELOPMENT



# LS/PS RECONSTRUCTION PROJECT COLLEGE ENGAGEMENT PROCESS

- **Problem Statement:** The current Business Education building cannot support the forecasted enrollment growth and does not support the vision of the Business and Information Systems department for the future. The current facility lacks technologically advanced spaces necessary for instruction and support.
- **Resolution:** The RCC Facilities Master Plan, approved by the Board of Trustees in 2018, identified the relocation of the Business and CIS programs to the former Physical Science & Life Science vacated buildings.



# BUSINESS/CIS COMMITTEE

## RIVERSIDE CITY COLLEGE:

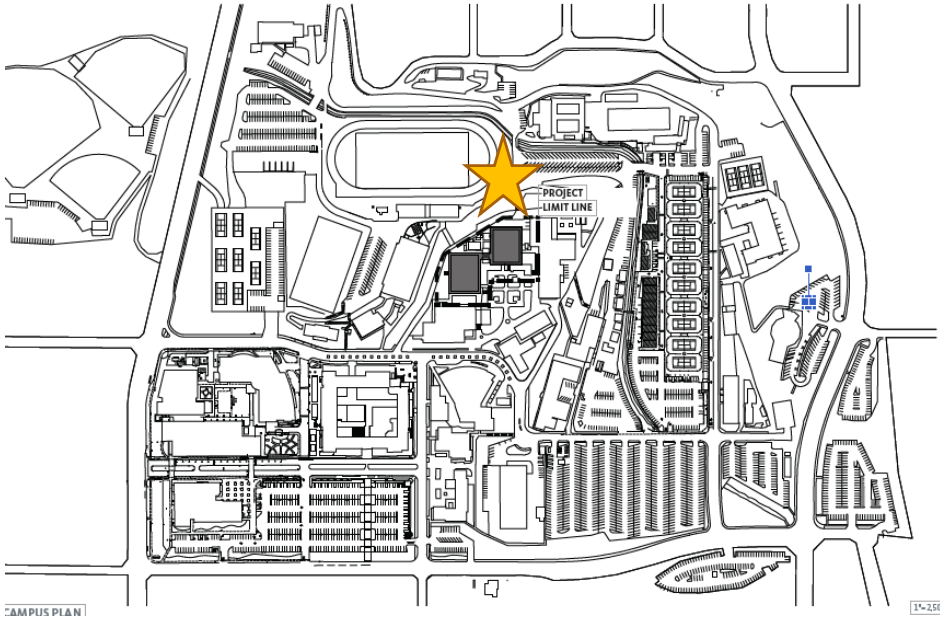
- Skip Berry**, Associate Professor, CIS Cyber Security
- Dr. Carol Farrar**, Vice President of Academic Affairs
- LaNeshia Judon, Esq.** Professor, Business Administration
- Saem, Harrison**, Student
- Jasmine Hernandez**, Student
- Janet Lehr**, Professor, Business Administration & CIS
- Lindsay Moses**, Student
- Thea Quigley**, Interim Associate Dean, CTE
- Ted Tetirick**, Instructional Support Specialist
- Dorine Uribe**, IDS, Business, Information Systems & Technology
- Dr. Chip West**, Vice President of Business Services
- Dr. Ajene Wilcoxson**, Professor, Business Administration
- Dr. Shari Yates**, Interim Dean of Instruction, CTE

## RIVERSIDE COMMUNITY COLLEGE DISTRICT:

- Hussain Agah**, Associate Vice Chancellor, FPD
- Bart Doering**, Director, Facilities Development
- Mehran Mohtasham**, Director, Capital Planning



# LS/PS RECONSTRUCTION PROJECT CAMPUS SITE PLAN



Reactivate and provide 34,055 assignable square foot (ASF) for instructional and support services and upgrade 57,231 gross square foot (GSF)

# LS/PS RECONSTRUCTION PROJECT PROJECT DESCRIPTION

- The new complex will be designed to support the growing Business and CIS programs that are currently housed in aging facilities designated for demolition.
- The new facility will be constructed on the site of the old Physical and Life Sciences Building Complex and frame the new academic zone on the east end of the upper campus.
- A Business/CIS Engagement Center is also part of the project. The Engagement Center will invite students into the complex and provide an introduction to this academic zone providing space for students to study, interact, and collaborate.
- Expanded and improved IT infrastructure is part of the project and will support the long range needs of the college.

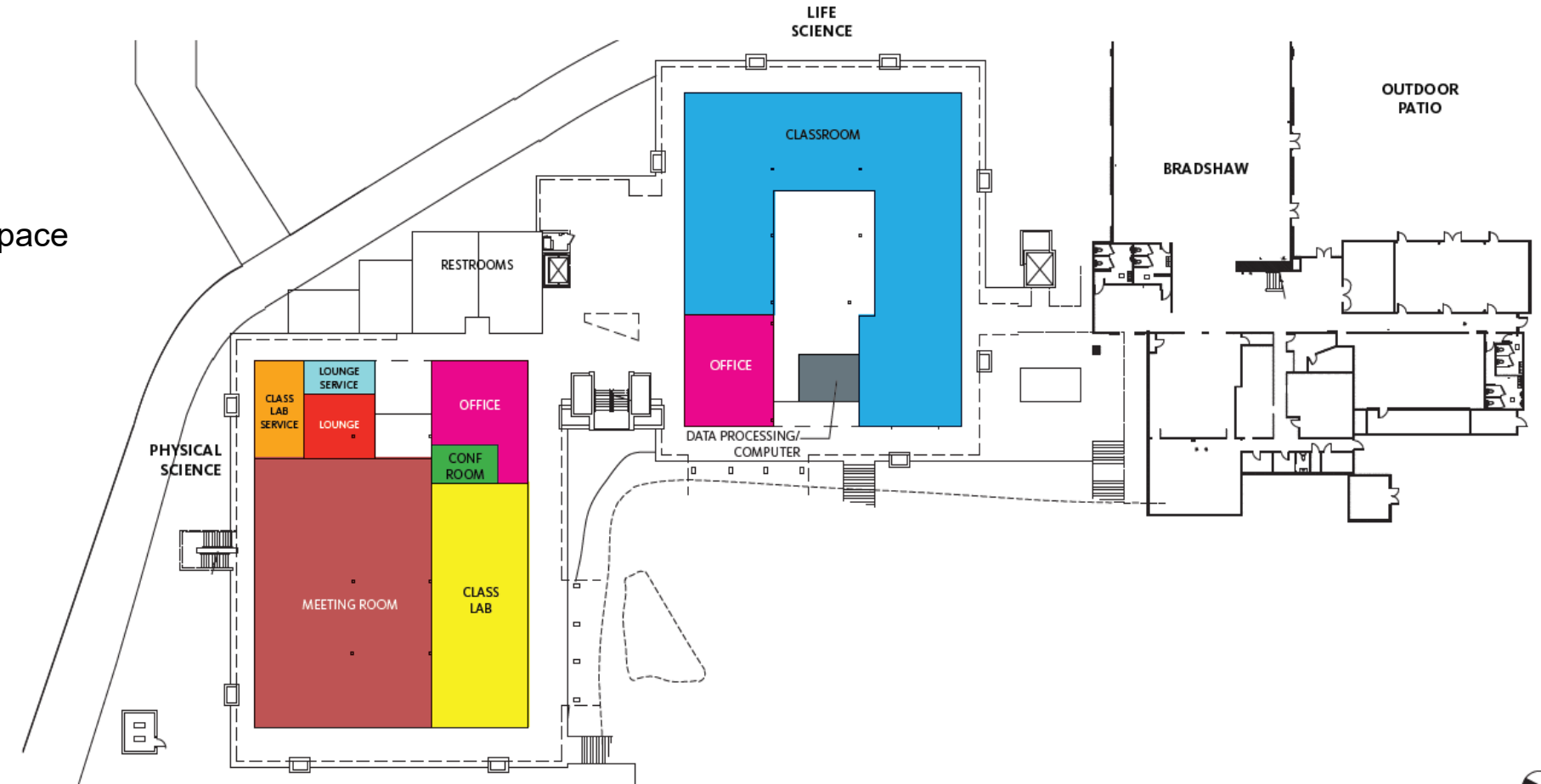
## FTES (Fall 2019)

- **CTE % (Facility/College) =  $1423.29/7557.13 = 18.8\%$** 
  - **BS/IST % of CTE (Facility) =  $555.36/1423.29 = 39.0\%$**
  - **BS/IST % Facility of Total College =  $555.36/7557.13 = 7.3\%$**

# LS/PS RECONSTRUCTION PROJECT EDUCATIONAL PROGRAMS

**First Level:**

- 6,000 ASF Lecture/Classroom Space
  - 2,900 ASF Laboratory Space
  - 2,461 ASF Office Space
  - 6,000 ASF Others
- 
- 17,361 ASF Total



**FLOOR PLAN LEVEL 1**  
 LIFE SCIENCE/PHYSICAL SCIENCE RECONSTRUCTION FPP | RIVERSIDE CITY COLLEGE | RIVERSIDE COMMUNITY COLLEGE DISTRICT

1/32"=1'-0"

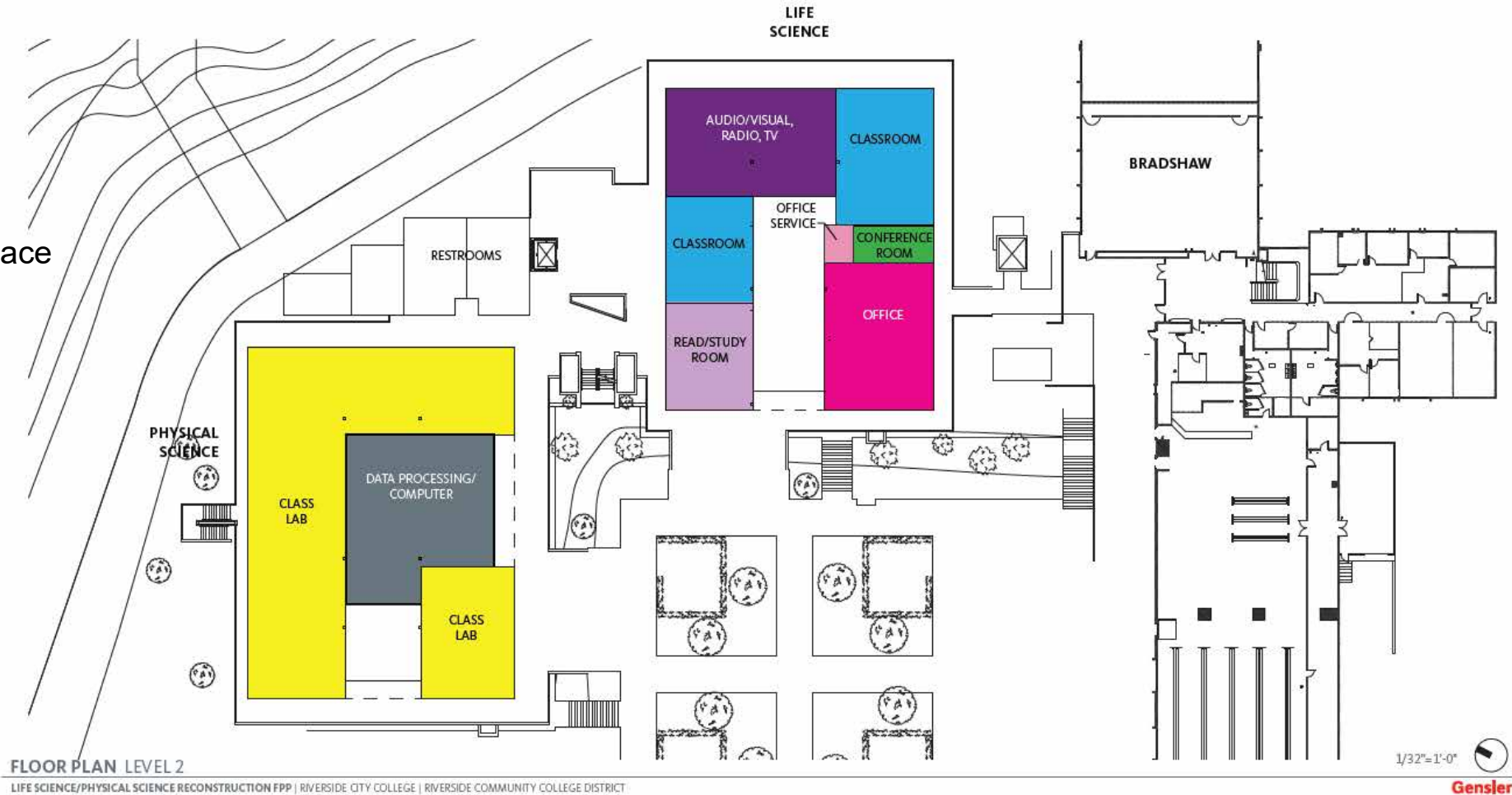
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# LS/PS RECONSTRUCTION PROJECT EDUCATIONAL PROGRAMS

## Second Level:

- 2,800 ASF Lecture/Classroom Space
  - 6,500 ASF Laboratory Space
  - 2,094 ASF Office Space
  - 1,000 ASF Engagement Center
  - 2,000 ASF AV/TV
  - 2,300 ASF Others
- 
- 16,694 ASF Total



# LS/PS RECONSTRUCTION PROJECT STATE FUNDED PROJECT HISTORY

- **2008** - Submitted as an Initial Project Proposal (IPP) - part of the college's 2008 FMP
- **2009 - 2012** - Transitioned to a Final Project Proposal (FPP) resubmitted every year
- **2013 - 2016** - FPP was approved by the State pending funding
- **2017** - The State requested a resubmittal as an IPP due to realignment with Prop 51
- **2018** - Submitted as an FPP – part of the college's 2018/2019 Facilities Master Plan
- **2019** - FPP approved and included in CCCC'O for 2020-2021 funding year
- **2020** - The project is included in the Governor's Budget on June 2020

# LS/PS RECONSTRUCTION PROJECT BUDGET BREAKDOWN

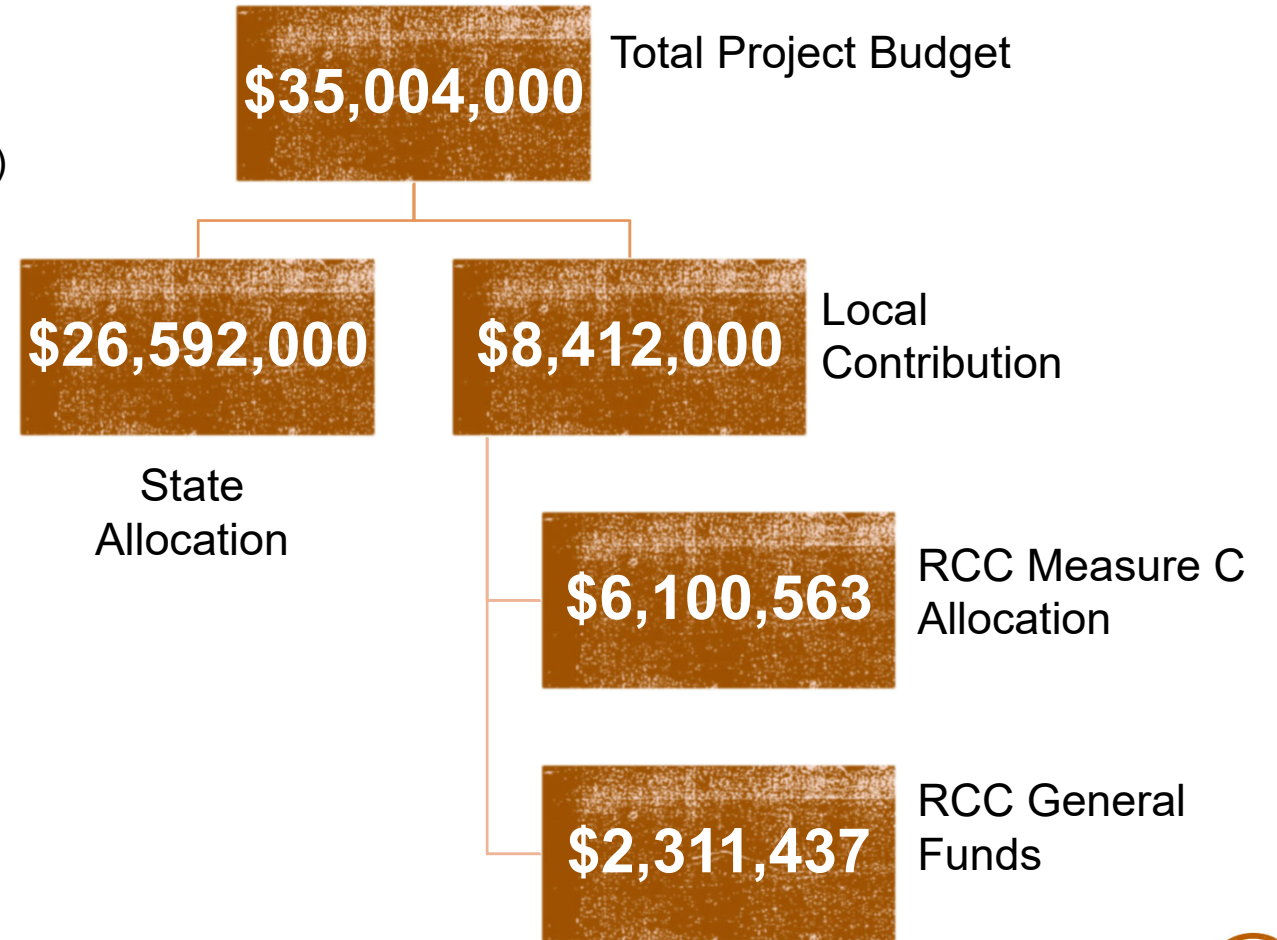
## Schedule and State Funding Cycle:

- **2020-2021:** Preliminary Planning (P) & Working Drawings (W)
- **2021-2022:** Construction Allocation (C)
- **2023-2024:** Group II Allocation (E)
- **2024-2025:** Occupancy

## Budget Breakdown:

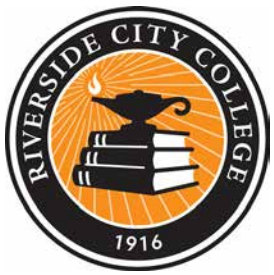
- Construction Costs: **\$25,523,000**
- Soft Fees (Architect, DSA, etc.) **\$4,574,000**
- Group II (FF&E) **\$3,120,000**
- Contingency: **\$1,787,000**

-----  
 = **\$35,004,000 Total**



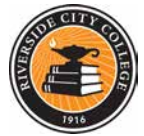
**THANK YOU!**

**RCC Life Science/Physical Science Reconstruction  
for Business + CIS**





# COST ESTIMATE SUMMARY AND ANTICIPATED TIME SCHEDULE - JCAF 32



District: Riverside CCD

College: Riverside City College

CFIS Ref. #: 0

Project Name: Life Science/Physical Science Reconstruction

Date Prepared: 3/19/2020

CCI: 6924

Budget Ref. #:

Request For: A  P  W   E  DB

EPI: 3737

Prepared by: Midpoint

	<input type="checkbox"/> Not Rounded <input checked="" type="checkbox"/> Rounded	<input checked="" type="checkbox"/> Escalate to Midpoint (FPU Only)	Total Cost	State Funded	District Funded	
					State Supportable	Non State Supportable
<b>1. Site Acquisition</b>						
Acres:						
A. Acquisition						
<b>2. Preliminary Plans</b>			<b>\$1,544,000</b>	<b>\$926,000</b>	<b>\$618,000</b>	<b>\$0</b>
Budget CCI: 6924						
A. Architectural Fees (for Preliminary Plans)			\$904,000			
B. Project Management (for Preliminary Plans)			\$258,000			
C. Office of the State Architect, Plan Check fee			\$188,000			
D. Preliminary Tests (Soils, hazardous materials)			\$59,000			
E. Other Costs (for Preliminary Plans)			\$135,000			
<b>3. Working Drawings</b>			<b>\$1,162,000</b>	<b>\$697,000</b>	<b>\$465,000</b>	<b>\$0</b>
Budget CCI: 6924						
A. Architectural Fees (for Working Drawings)			\$1,033,000			
B. Project Management (for Working Drawings)			\$0			
C. Office of the State Architect, Plan Check fee			\$0			
D. Community Colleges Plan Check fee			\$74,000			
E. Other Costs (for Working Drawings)			\$55,000			
<i>(Total PW may not exceed 13% of construction)</i> 9.3%						
<b>4. Construction</b>			<b>\$25,523,000</b>	<b>\$21,789,000</b>	<b>\$3,734,000</b>	<b>\$0</b>
Budget CCI: 6924						
A. Utility Service			\$1,079,000			
B. Site Development, Service			\$1,125,000			
C. Site Development, General			\$317,000			
D. Other Site Development			\$0			
E. Reconstruction			\$21,023,000			
F. New Construction (bldg) (w/Group I equip)			\$0			
G. Board of Governor's Energy Policy Allowance (2% or 3%)			\$630,000			
H. Other			\$1,349,000			
<b>5. Contingency</b>			<b>\$1,787,000</b>	<b>\$1,555,000</b>	<b>\$232,000</b>	<b>\$0</b>
<b>6 Architectural and Engineering Oversight</b>			<b>\$638,000</b>	<b>\$555,000</b>	<b>\$83,000</b>	<b>\$0</b>
<b>7. Tests and Inspections</b>			<b>\$654,000</b>	<b>\$569,000</b>	<b>\$85,000</b>	<b>\$0</b>
A. Tests			\$255,000			
B. Inspections			\$399,000			
<b>8. Construction Management &amp; Labor Compliance Program (if Justified)</b>			<b>\$576,000</b>	<b>\$501,000</b>	<b>\$75,000</b>	<b>\$0</b>
A. Construction Management			\$510,000	\$443,700		
B. Labor Compliance Program			\$66,000			
<b>9. Total Construction Costs (items 4 through 8 above)</b>			<b>\$29,178,000</b>	<b>\$24,969,000</b>	<b>\$4,209,000</b>	<b>\$0</b>
<b>10. Furniture and Group II Equipment</b>			<b>\$3,120,000</b>	<b>\$0</b>	<b>\$3,120,000</b>	<b>\$0</b>
Budget EPI: 3737						
<b>11. Total Project Cost (items 1, 2, 3, 9, and 10)</b>			<b>\$35,004,000</b>	<b>\$26,592,000</b>	<b>\$8,412,000</b>	<b>\$0</b>

12. Project Data	Outside Gross Square Feet	Assignable Square Feet	Ratio ASF/GSF	Unit Cost Per ASF	Unit Cost Per GSF	14	State Funded	District Funded		District Funded Total
								Supportable	Non Supportable	
Construction	-	-	-	-	-	Acquisition	\$ -	\$ -	\$ -	\$ -
Reconstruction	57,231	34,055	60%	\$617	\$367	Preliminary Plans	\$ 926,000	\$ 618,000	\$ -	\$ 618,000
<b>13. Anticipated Time Schedule</b>						Working Drawings	\$ 697,000	\$ 465,000	\$ -	\$ 465,000
Start Preliminary Plans	7/15/2020	Advertise Bid for Construction	6/1/2022			Construction	\$ 24,969,000	\$ 4,209,000	\$ -	\$ 4,209,000
Start Working Drawings	11/1/2020	Award Construction Contract	8/1/2022			Equipment	\$ -	\$ 3,120,000	\$ -	\$ 3,120,000
Complete Working Drawings	8/1/2021	Advertise Bid for Equipment	8/1/2023			Total Costs	\$ 26,592,000	\$ 8,412,000	\$ -	\$ 8,412,000
DSA Final Approval	4/1/2022	Complete Project	8/31/2024			% of SS Costs	<b>75.97%</b>	<b>24.03%</b>	SS Total	\$ 35,004,000

# Board of Trustees Regular Meeting (VI.L)

Meeting	September 15, 2020
Agenda Item	Grants, Contracts and Agreements (VI.L)
Subject	Grants, Contracts and Agreements Agreement Amendment No. 1 with Tilden-Coil Constructors, Inc. for Moreno Valley College Ben Clark Training Center Correctional Platform Project
College/District	Moreno Valley College
Funding	Title V Grant and Moreno Valley College Measure C Allocation
Recommended Action	Recommend approving agreement Amendment No. 1 with Tilden-Coil Constructors, Inc. in the amount of \$38,075 for a total agreement amount of \$503,075.

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## Background Narrative:

On April 16, 2019, the Board of Trustees approved the selection of Tilden-Coil Constructors, Inc. for Construction Management services for the Moreno Valley College Ben Clark Training Center Correctional Platform Project and the agreement in the amount of \$465,800, including reimbursable expenses.

Pursuant to the Construction Management Services agreement for Ben Clark Training Center Correctional Platform Project dated April 22, 2019, the Construction Management fee shall be adjusted based on the total amount of all approved prime trade contracts, additive alternates, and change orders based upon the percentage identified in this agreement.

The District entered into an agreement with Tilden-Coil during the conceptual design development phase when the amount of prime trade contracts was estimated at \$1,600,000. Subsequently, when the project was bid, the approved prime trade contracts, additive alternates, and change orders at the close out phase of the project totaled \$2,262,181. This resulted in a construction management fee increase of \$38,075 in accordance with the terms of the agreement.

It is recommended that the Board of Trustees approve agreement Amendment No. 1 with Tilden-Coil Constructors, Inc. in the amount of \$38,075 for a total agreement amount of \$503,875. This increase to the Tilden-Coil Constructors, Inc. Construction Management services agreement is within the previously approved project budget.

Prepared By: Robin Steinback, President, Moreno Valley College  
Nathaniel Jones III, Vice President, Business Services, Moreno Valley College  
Aaron S. Brown, Vice Chancellor, Business & Financial Services  
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development  
Majd S. Askar, Director, Business Services  
Bart Doering, Director, Facilities Development

FIRST (1) AMENDMENT TO AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
TILDEN-COIL CONSTRUCTORS, INC.  
*(Moreno Valley College Ben Clark Training Center Correctional Platform Building)*

This document amends the original agreement between the Riverside Community College District and Tilden-Coil Constructors, Inc., which was originally approved by the Board of Trustees on April 16, 2019 in the total amount of \$465,800.

The agreement is hereby amended as follows:

Additional compensation of this amended agreement shall not exceed \$38,075, including totaling agreement to \$503,875. The term of this agreement shall be from the original agreement date of April 16, 2019, to the completion of the project.

Payments and final payment shall coincide with original agreement.

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

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

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

TILDEN-COIL CONSTRUCTORS

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

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

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


Dayne Brassard  
Executive Vice President  
3612 Mission Inn Avenue  
Riverside, CA 92501

Aaron S. Brown  
Vice Chancellor  
Business and Financial Services

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

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

**EXHIBIT I**

 <b>Tilden-Coil</b> CONSTRUCTORS <i>Building with Integrity Since 1938</i>	<b>Riverside Community College District</b> <b>Ben Clark Platform Scenario Training Facility</b>		
	<b>Final Contract Fee</b>		
			August 11, 2020
		<b>Estimated Contract Value</b>	<b>Final Contract</b>
<b>Division / Description</b>			
Sum of Primes		1,600,000	2,262,181
<b>Prime Contractor Subtotal:</b>		<b>\$ 1,600,000</b>	<b>\$ 2,262,181</b>
Preconstruction Fees		\$ 24,800	24,800
General Conditions		\$ 349,000	349,000
CM Fee 5.75%		92,000	130,075
<b>Final Contract Value</b>		<b>\$ 465,800.00</b>	<b>\$ 503,875</b>
<b>Change To Contract Fee</b>			<b>\$ 38,075</b>



# Board of Trustees Regular Meeting (VI.N)

Meeting	September 15, 2020
Agenda Item	Grants, Contracts and Agreements (VI.N)
Subject	Grants, Contracts and Agreements Construction Management Services Agreement with C.W. Driver LLC for the Moreno Valley College Ben Clark Training Center Education Building I Project
College/District	Moreno Valley College
Funding	Moreno Valley College Measure C Allocation
Recommended Action	Recommend approving the Construction Management Services agreement with C.W. Driver LLC for the Moreno Valley College Ben Clark Training Center Education Building I Project for the not to exceed amount of \$1,041,131.

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## Background Narrative:

The District issued a Request for Qualifications and Proposals (RFQ/P) on August 3, 2020 to the District's pre-qualified pool of construction management firms (CM firms) to provide comprehensive construction management services for the Moreno Valley College Ben Clark Training Center Education Building I Project. 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 nine (9) RFQ/P responses. The committee members reviewed and scored each proposal independently in accordance with the RFQ/P requirements and selected the top five (5) CM firms for interviews. The highest scoring firms were selected to negotiate the best and final fee proposal.

Based on evaluations of the fee proposals, qualifications, experience, negotiated price and demonstrated competence, the committee recommends C.W. Driver LLC to provide construction management services for the Moreno Valley College Ben Clark Training Center Education Building I Project in the not to exceed amount of \$1,041,131, including reimbursable allowance. The term of the agreement is from September 16, 2020 to October 30, 2022.

Prepared By: Robin Steinback, President, Moreno Valley College  
Nathaniel Jones III, Vice President, Business Services, Moreno Valley College  
Arthur Turnier, Dean of Instruction, Public Safety Education and Training, Moreno Valley College  
Aaron S. Brown, Vice Chancellor, Business & Financial Services  
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development  
Majd S. Askar, Director, Business Services  
Mehran Mohtasham, Director, Capital Planning  
Bart Doering, Director, Facilities Development

**CONSTRUCTION MANAGEMENT SERVICES**  
(For Multi-Prime Projects)

This Construction Management Services Agreement (“Agreement”) is made and entered into this 16th day of September, 2020 by and between the Riverside Community College District (hereinafter the “District”) and C.W. Driver LLC (hereinafter referred to as “Construction Manager”) for construction management services relating to a multi-prime construction contract for construction of Moreno Valley College Ben Clark Training Center Education Building I (the “Project”).

**ARTICLE 1**  
**CONSTRUCTION MANAGER’S SERVICES AND RESPONSIBILITIES**

Construction Manager represents to the District that it has the necessary license for a Construction Manager as provided for in Government Code section 4525 et seq. that it has expertise and experience in construction supervision; bid evaluation; project scheduling; cost benefit analysis; claims review and negotiation; and general management and administration of construction projects. Construction Manager further represents to the District that it is properly registered with the Department of Industrial Relations and qualified to perform public works in accordance with Labor Code sections 1725.5 and 1771.1 at all times during the term of this Agreement. Construction Manager covenants to provide its best skill and judgment in furthering the interests of the District in the management of the construction of the Project. Construction Manager agrees to furnish efficient business administration and management services and to perform in an expeditious and economical manner consistent with the interests of District. Construction Manager shall provide the following services with respect to Project.

**1.1 PRECONSTRUCTION SERVICES**

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

1.1.2 Construction Management Plan. In consultation with the Architect of Record (“Architect”), the Construction Manager shall prepare a Construction Management Plan for the Project which shall establish the scope for the Project and the general basis for the sequence of contracting for construction of the Project. In preparation for this Construction Management plan, the Construction Manager shall evaluate the local construction market, the District’s schedule and budget goals for the Project, develop various alternative approaches, and make recommendations to the District. Upon approval by the District of the Construction Management Plan for the Project, the Construction Manager shall prepare the Construction Management Plan

in final form. This document shall indicate the Project's rationale and recommend the strategy for purchasing, construction, the various bid packages for Project, and a Master Project Schedule.

## 1.2 GENERAL SERVICES

1.21 Master Project Schedule. The Construction Manager shall develop a Master Project Schedule for the Project, subject to approval by the District, which shall contain key milestones to be accomplished by the participants, including milestone completion dates for the Architect's and any consultant's design activities. The Master Project Schedule shall be consistent with the schedule attached hereto as Exhibit "A" and incorporated herein. The Master Project Schedule shall contain a critical path schedule for the construction of the Project and shall provide all major elements including dates, durations, phasing, milestones, and general sequencing necessary for the completion of the Project. The Master Project Schedule shall utilize the completion date of October 30, 2022. The Construction Manager shall periodically update the Master Project Schedule for the Project and submit each update to the District for the District's approval. Based on the approved Master Project Schedule, the Construction Manager shall prepare an Outline Schedule that includes all requirements of the Project. The Outline Schedule will be issued to all bidders for the Project and will be used by the Trade Contractors to prepare their Trade Contractor Baseline Schedules and to prepare the Project Baseline Schedule.

1.22 Project Budget. The Construction Manager shall provide a budget based upon the amounts provided by the District pursuant to Article 2.2 ("Project Budget"). This budget shall include: the anticipated total of all of the separate contracts for the Project pursuant to Article 1.2.9 ("Construction Cost"); Construction Manager's compensation; and the General Conditions costs as provided in this Agreement. The Construction Manager shall review any Project requirements of District, the District's schedule goals, and existing budget data.

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

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

1.24 Construction Management Coordination. The Construction Manager shall provide input to the District relative to means and methods of construction, duration of construction, and constructability.

1.25 Constructability Reviews. The Construction Manager shall review the Architect's 50% and 90% Construction Documents submissions and provide written comments on the coordination of the various disciplines, including, but not limited to, civil, structural, architectural, mechanical, electrical, HVAC, plumbing, and landscape. The Construction Manager

shall perform constructability reviews of such Construction Documents utilizing a checklist type method such as Redicheck or some other form acceptable to District. The checklists shall be made available to the District. The Construction Manager shall confirm that all constructability comments and revisions agreed upon by the Construction Manager, Architect and District are incorporated into the Construction Documents prior to them being issued to bidders.

1.2.6 Cost Adjustment Sessions/ Value Engineering. The Construction Manager shall prepare for the District's approval a more detailed estimate of Construction Cost, as defined in Article 3, developed by using estimating techniques which anticipates the various elements of the Project. The Construction Manager shall update and refine this estimate at 50% and 90% completion of the Construction Documents. The Construction Manager shall advise the District and the Architect if it appears that the Construction Cost may exceed the budgeted amount for Construction Cost as set forth in the Project Budget. The Construction Manager shall make recommendations for corrective action to bring the Construction Costs within the District Budget including any proposed value engineering to reduce costs. The Construction Manager shall confirm that all approved value engineering revisions are incorporated into the Construction Documents prior to them being issued to bidders.

1.2.7 Design Review and Comments. The Construction Manager shall provide coordination between the Architect and the District on the proper flow of information for the Project. The Construction Manager shall develop written procedures for orderly communication to all Project consultants. Construction Manager shall advise on-site use and improvements. A fixed limit has been established under Article 2.2 The Construction Manager shall consult with the Architect and the District to suggest reasonable adjustments in the scope of the Project, and to suggest alternate bids in the Construction Documents to adjust the Construction Cost to the budgeted amount for Construction Cost as set forth in the Project Budget, if necessary.

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

1.2.9 Separate Contracts (Multi-Prime Contracting). The Construction Manager shall advise on the separation of the Project into separate contracts for various categories of work ("Contracts"). The Construction Manager shall advise on the method to be used for selecting trade contractors and awarding individual bids. The Construction Manager shall prepare and revise contractor prequalification documents and identify potential contractors for District approval. The Construction Manager shall inspect, review, revise and assure proper delivery, assembly of the Project manuals and specifications and shall manage and coordinate the development of Construction Documents with the Architect. The Construction Manager shall review drawings and specifications for the Contracts to provide that: (1) the work of the separate contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate separate Contract and there are no gaps or overlaps in the work for each Contract to fully complete the Project, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

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

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

1.2.12 Chancellor's Office and Other Public Agencies. The Construction Manager, in cooperation with the District and Architect, shall assist with the coordination and processing of all necessary paperwork and close-out documents with the Chancellor's Office, Division of the State Architect ("DSA") and any other applicable public agencies.

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

### **1.3 PLAN CHECK AND BIDDING PHASE.**

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

1.3.2 Public Relations Activities. The Construction Manager shall assist the District in all public relations including, but not limited to, preparation of Project information and attending internal and public meetings as required, including site meetings. The Construction Manager shall be the point of contact for the entire community during all phases of construction in regards to any complaints, questions, safety issues, noise problems, dust problems, etc. and will notify the District in advance of taking any appropriate action that requires a public communication document or public statement.

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

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

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

- (a) Establish bid schedule by trade;

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

The Construction Manager shall include the following requirements in all proposed Trade Contracts:

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

136 Pre-Bid Conference(s). In conjunction with the Architect and District, the Construction Manager shall conduct the pre-bid conference(s). These conferences shall be a forum for the District, the Construction Manager, and Architect to present the District's Project requirements to the bidders, including prequalification requirements, as appropriate, and shall familiarize bidders with the particular Project, bid documents, management techniques and with any special systems, materials or methods.

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

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

139 Bidding of Work. All construction work for the Project shall be competitively bid as required. If the Project is funded by State funds, the Construction Manager shall comply with any applicable requirements of the Chancellor's Office. A bid phase summary shall be submitted with each bid phase package listing only the low bidders, their contract amounts, the Construction Manager's fee and General Conditions costs assigned to each bid phase, summed as a total committed cost. Construction Manager shall assist the District and Architect to ensure compliance with respect to the District's Disabled Veteran Business Enterprise goals.

1310 Bid Evaluation. The Construction Manager in cooperation with Architect shall assist the District in prequalification, the bid opening, evaluation of the bids for completeness, full responsiveness and price, including alternate prices and unit prices (if applicable), shall make

a formal report to the District with regard to the potential award of a Contract, shall receive bids, prepare bids. The Construction Manager shall include a copy of the proposed Contract for each bidder recommended by the Construction Manager.

Construction Manager shall certify in writing that the Contracts contained in the submittal for the District represents all the contracts required to perform the work in the plans and specifications for the Project, and that no additional contracts are foreseen to complete the necessary work for such Project. In the event the contracts and the work deferred for the future do not represent 100% of the work, Construction Manager shall be responsible for providing all the construction management services necessary to complete the work that was not included in the initial Contract submittal at no additional cost to the District. In no event shall Construction Manager be entitled to additional compensation or general conditions costs for performing construction management services that are necessary to complete work that was not included in the initial Contracts submittal prepared by the Construction Manager.

13.11 Rebidding. In the event the bids exceed the Project Budget and the District authorizes rebidding of all or portions of the Project, the Construction Manager shall cooperate in revising the scope and the quality of work as required to reduce the construction costs for the Project. The Construction Manager, without additional compensation, shall cooperate with the District and Architect as necessary to bring construction costs within the Project Budget.

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

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

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

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

#### **1.4 CONSTRUCTION PHASE.**

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

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

1.41 Pre-Construction Conference(s). The Construction Manager shall conduct, in conjunction with the District and the Architect, pre-construction orientation conference(s) for the benefit of the successful contractors and shall serve to orient the contractors to the various reporting procedures and site rules prior to the commencement of actual construction. The Construction Manager shall obtain the certificates of insurance and bonds from the contractors and forward such documents after approval by the Construction Manager to the District. Construction Manager shall conduct initial coordination meetings with the Trade Contractors as required to review and analyze the Contract Documents and address conflicts and clashes observed or that are otherwise determined to exist in the Contract Documents by the Construction Manager so issues can be resolved through RFI's or generated questions.

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

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

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

1.43 Submittal Procedures. The Construction Manager shall establish and implement procedures with the Architect and coordinate and review shop drawing submittals,



requests for information, samples, product data, change orders, payment requests, material delivery dates and other procedures; and maintain logs, files and other necessary documentation. Construction Manager shall assist the Architect and the District's inspector with confirming all contractors and subcontractors submit certified payroll records to the Labor Commissioner in accordance with Labor Code section on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner. The Construction Manager shall coordinate the dissemination of any information regarding submittals and consult with the Architect and the District if any Contractor requests interpretations of the meaning and intent of the Contract Documents, and assist in the resolution of questions which may arise.

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

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

1.45.1 The Construction Manager shall verify that the Project Inspector has the appropriate amount of Project Inspection Cards (Form DSA 152) that are needed for the inspection and completion of the entire Project prior to the commencement of any work by any Trade Contractor on the Project. The Construction Manager shall immediately inform the District and the Architect if the Project Inspector does not have the requisite Project Inspection Cards needed for the inspection and completion of the Project. The Construction Manager shall review the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103) for the Project prior to the commencement of any work on the Project in order to become familiar with the all testing and inspections that are required for the completion of the Project.

1.45.2 The Construction Manager shall meet with the Architect, Project Inspector, District, Trade Contractors, Laboratory of Record and Special Inspectors as needed throughout the completion of the Project to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

1.45.3 The Construction Manager shall coordinate with all Trade Contractors to ensure timely requests for inspections are made and that the requirements related to the DSA's Inspection Card Process and Form DSA 152 are being met for the Project. The Construction Manager shall notify the District, in writing, when delays or impacts to the Project Schedule are being caused by a party not complying with DSA's Inspection Card requirements and Form DSA 152. The Construction Manager shall establish a procedure to verify that the Architect, Architect's Consultants, Project Inspector, Laboratory of Record and Trades Contractors are performing services in compliance with the "Construction Oversight Process Procedure" required by the California Code of Regulations, Title 24 and as further described in the DSA's PR 13-01 and 13-02. As part of the procedure established under this section, Construction Manager

must be able to verify that all interim verified reports and verified reports are being submitted to the DSA by the responsible parties in a timely manner. As part of the monthly reporting process, Construction Manager shall notify the Owner when the Architect, Architect's Consultants, Project Inspector, Laboratory of Record or Contractor have failed to comply with the Construction Oversight Process Procedure and must inform the Owner of the impact such failure(s) will have upon the Project and its schedule.

1.454 Any references to the DSA requirements, DSA forms, documents, manuals applicable to the Project shall be deemed to include and incorporate any revisions or updates thereto.

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

1.47 Non-Conforming Work. The Construction Manger shall, in conjunction with the District's inspector, review contractor's recommendations for corrective action on observed non-conforming work. The Construction Manager shall make recommendations to the District, the Architect and Project Inspector in instances where the Construction Manager observes work that, in its opinion, is defective or not in conformance with the contract documents. The Construction Manager shall assist the Project Inspector in observing the Contractor's work to verify that all authorized changes are properly incorporated in the Project. The Construction Manager shall report to the District regarding the status of such activity and provide a written record of the same.

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

1.49 Implementation of Project Baseline Schedule. The Construction Manager shall prepare and implement a Project Baseline Schedule based on the input and Trade Contractor Baseline Schedules provided by the Trade Contractors. The Project Baseline Schedule (or Schedule Update) prepared by the Construction Manager shall then constitute the schedule to be used by Trade Contractors, separate contractors, and the District until subsequently revised. The Project Baseline Schedule shall incorporate the Outline Schedule from the Master Project Schedule and shall note durations that will not be adequate or should be shortened based on the reviews of the Trade Contractors. Any modifications to the Outline Schedule shall be reviewed with all other applicable Trade Contractor Baseline Schedules and incorporated into the Construction Manager's

Project Baseline Schedule for the entire Project. Construction Manager shall regularly update and maintain the Project Baseline Schedule incorporating the activities of Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of products requiring long lead time procurement. The Project Baseline Schedule shall include the District's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update, reissue and distribute the Project Baseline Schedule as required to show current conditions and revisions required by the actual experience and to incorporate Trade Contractor updates. The Construction manager shall notify the District when a Trade Contractor fails to participate in the coordination process of the Project Baseline Schedule or otherwise fails to provide a Trade Contractor Baseline Schedule related to its scope of Work for use by the Construction Manager.

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

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

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

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

14.13 Construction Progress Review. The Construction Manager shall keep a daily log containing a record of weather, the Contractors working on the site, number of workers, work accomplished, problems encountered, and other relevant data or such additional data as the District may require. The Construction Manager shall make the log available to the District upon request. The Construction Manager shall prepare and distribute the construction schedule updates to the Project Baseline Schedule on a monthly basis to maintain the Project Baseline Schedule. After an evaluation of the actual progress as observed by the Construction Manager, scheduled activities shall be assigned percentage-complete values. The report shall reflect actual progress as compared to scheduled progress and note any variances. The Construction Manager shall identify problems encountered in accomplishing the work and recommend appropriate action to the District to resolve these problems with a minimum effect on the timely completion of the Project. If requested by the District, the Construction Manager shall assist the Contractor(s) in preparing a recovery schedule. The recovery schedule shall reflect the corrective action costs (if any) and

efforts to be undertaken by the contractor(s) to recapture lost time. This recovery schedule shall be distributed to the Contractor(s), the District, Architect and other appropriate parties.

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

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

14.16 Changes to the DSA Approved Construction Documents. After the Project has been let, all changes to the DSA approved Construction Documents shall be made by means of a Construction Change Document ("CCD") prepared by the Architect in conjunction with the Construction Manager. The Construction Manager shall review all CCD's related to the Project to determine which changes affect the Structural, Access or Fire & Life Safety (collectively "SAFLS") portions of the Project and ensure that such changes are documented and implemented through a written CCD-Category A (Form DSA 140). The Construction Manager shall verify that all CCD-Category A's are submitted to the DSA by the Architect with all supporting documentation and data and that such CCD's are approved by the DSA before work commences on the Project related to such CCD's. The Construction Manager shall verify that the District has reviewed and approved of all CCD-Category A's before they are submitted to the DSA by the Architect for review and approval. All other changes to the DSA approved Construction Documents not involving SAFLS portions of the Project are not require to be submitted to the DSA unless the DSA specifically requires such changes to be submitted to the DSA in the form of a written CCD-Category B (Form DSA 140) inclusive of all supporting documentation and data. The Construction Manager shall verify that all CCD-Category B's are submitted to the DSA by the Architect with all supporting documentation and data and that such CCD's are approved by the DSA before work commences on the Project related to such CCD's. Changes that are not determined by the Architect and/or DSA to require documentation through an approved CCD-Category A or CCD-Category B shall be documented by the Architect and Construction Manager

through an alternative CCD form or other document approved by the District. The Construction Manager shall evaluate Trade Contractors' proposal costs and make a formal recommendation to the District regarding the acceptance of any proposals for a Change Order. The Construction Manager shall assist the Architect with the preparation and issuance of any Immediate Change Directives ("ICD"), as directed by the District, to complete work that is necessary due to a Trade Contractor's failure to complete the Project in accordance with the DSA approved Construction Documents. An ICD is a written order prepared by the Architect and signed by the District and the Architect directing a change in the work where the work must proceed immediately and stating a proposed basis for adjustment, if any, in a Trade Contractor's Contract sum or Contract Time, or both. The Construction Manager shall ensure that the Project Inspector is provided with a copy of each ICD and shall coordinate the inspection of the applicable work under any ICD pursuant to such ICD.

14.17 Negotiations of Change Order Costs and Time Extensions. All changes to the DSA approved Construction Documents, whether set forth in a CCD, ICD or any other document approved by the District, shall be incorporated into Change Orders prepared by the Construction Manager in conjunction with the Architect for the District's approval. Each Change Order shall identify: (1) the description of the change in the work; (2) the amount of the adjustment to the Trade Contractor's Contract sum, if any; and (3) the extent of the adjustment in the Trade Contractor's Contract Time, if any. The Construction Manager shall prepare Change Orders, with supporting documentation and data, for the District's review in accordance with the Construction Documents. The Construction Manager shall assist the District and the Architect representative in negotiating any CCD/Change Order costs and time extensions. The Construction Manager shall evaluate and make written recommendations regarding Trade Contractors' proposals for possible CCD's and/or Change Orders.

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

14.19 Contractor Claims. The Construction Manager shall be given copies of all notices of claims by Contractors against the District for any alleged cause. The Construction Manager, jointly with Architect, shall perform evaluation of the contents of the claim within twenty-five (25) days, and make recommendations to the District. If requested by the District, the Construction Manager shall prepare estimates based on any alleged cause of claims submitted by the Contractor(s) and shall prepare alternate estimates based on varying scenarios of the claim cause. These estimates shall be transferred to the District and shall be used in claim rulings and negotiations. If requested by the District, the Construction Manager shall analyze the claims for extension of time and prepare an impact evaluation report which reflects the actual impact to the

Project Baseline Schedule. The report shall also provide a narrative including a recommendation for action to the District. If requested by the District, the Construction Manager shall negotiate claims with the Contractor(s) on behalf of the District. The Construction Manager shall make a written recommendation to the District concerning settlement or other appropriate action. Excepting those claims of which the Construction Manager is responsible, Construction Manager's obligations pursuant to this Paragraph shall cease upon completion of the Project as defined in Article 1.4 of this Agreement.

1420 Project Status Reports. The Construction Manager shall prepare and distribute monthly a Project Status Report. The Construction Manager shall ensure that the Verified Reports required by Title 24 of the California Code of Regulations be completed quarterly by the contractors for the Project.

1421 Equipment Instruction Manuals, Warranties and Releases. The Construction Manager shall obtain all written material such as operations and maintenance manuals, warranties, affidavits, releases, bonds, waivers and guarantees for all equipment installed in the Project. All such materials, including equipment instruction material, keys and documents shall be reviewed and delivered to appropriate District personnel.

1422 Completion of Contracts and Project. When the Construction Manager considers a Contractor's work or a designated portion thereof complete, the Construction Manager shall prepare for the Architect a list of incomplete or unsatisfactory items ("Punch-list") and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections.

The Construction Manager shall coordinate the correction and completion of the work. The Construction Manager shall assist the Architect in determining when the Project or a designated portion thereof is substantially complete and finally complete. The Construction Manager shall prepare a summary of the status of the work of each contractor, listing changes in the previously issued Punch-list and recommending the times within which contractors shall complete the uncompleted items on the Punch-list.

1423 As-Built Documents. The Construction Manager shall perform coordination, supervisory and expediting functions in connection with the contractor's obligation to provide "as-built" documents and make recommendations for adequate withholding of retention in the event that a contractor fails to provide acceptable "as-built" documents.

1424 Training Sessions. The Construction Manager shall coordinate and schedule training sessions, if necessary, for the District's personnel and shall require that the Contractor's obligation in providing this training is fulfilled.

1425 Recommendations to District. The Construction Manager shall endeavor to achieve satisfactory performance from each Contractor. The Construction Manager shall recommend courses of action to the District when requirements of a Contract are not being fulfilled, and the nonperforming party shall not take satisfactory corrective action.

1426 Accounting Records. The Construction Manager shall establish and administer an appropriate Project accounting system in conjunction with the District and shall

maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

1427 Permits. The Construction Manager shall assist the District in obtaining all necessary permits for the Project, including without limitation, building, grading, and occupancy permits. This task may encompass accompanying governmental officials (Fire Marshal, DSA, Health Department, etc.) during inspections, assisting in preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities.

1428 Initial Start-up and Testing. With the Architect and the District's maintenance personnel, the Construction Manager shall observe the Contractors' proper installation of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing for the Project. The Construction Manager shall coordinate and assist the District in the move-in for the Project.

1429 Interim and Final Verified Reports. The Construction Manager shall coordinate with the Project Inspector, Architect, the Architect's Consultants, Special Inspector(s), Laboratory of Record and any other engineers on the Project to verify that all verified reports are timely submitted to the DSA and the District throughout the completion of the Project and prior to the Project Inspector's approval and sign off of any of the following sections on all the Project Inspection Cards (Form DSA 152) required for the construction of the Project: (1) Initial Site Work; (2) Foundation; (3) Vertical Framing; (4) Horizontal Framing; (5) Appurtenances; (6) Non-Building Site Structures; (7) Finish Site Work; (8) Other Work; or (9) Final.

1430 Final Completion and Project Report. The Construction Manager, in conjunction with the Architect and the District's Project Inspector, shall at the conclusion of all corrective action of Punch-list items, make a final comprehensive review of the Project, make a report to the District which indicates whether the Construction Manager and the Architect find the work performed acceptable under the DSA approved Construction Documents and the relevant Project data, and make recommendations as to final payment and the approval of a Notice of Completion for the Project. At the conclusion the Project, the Construction Manager shall prepare final accounting and close-out reports of all above indicated report systems. These reports shall summarize, for historical purposes, any items which are not self-explanatory.

1431 Assessment of Liquidated Damages. Construction Manager shall advise the District on the Liquidated Damages that shall be assessed against any Trade Contractor for failure to comply with the Baseline Schedule or Schedule Updates, failure to meet Milestones or the Contract Time and failure to timely complete the correction of all Punch-list items. Construction Manager shall immediately notify the District when Liquidated Damages become applicable on account of a Trade Contractor's failure to perform so the District and Construction Manager can notify the Trade Contractor that the Liquidated Damages period has commenced.

## **1.5 TIME.**

1.5.1 The Construction Manager shall perform the services set forth in this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Projects.

1.5.2 In the event the construction time requirements set forth in Article 1.1.2 of this Agreement are exceeded, and the delay is caused by the Construction Manager, the Construction Manager's fee shall be reduced by an amount of \$600 Six Hundred Dollars per calendar day as liquidated damages, but not as a penalty, starting from the scheduled construction completion date for the Project until construction is substantially complete.

1.5.3 Construction Manager shall be entitled to an extension of time for the time of completion and shall not be subject to a claim for liquidated damages for delays which may arise due to an Act of God as defined in Public Contract Code section 7105 if the act of God affects the governmental agency from which approvals are necessary for completion of the Project, but Construction Manager shall have no claim for any other compensation for such delay. Should the schedule for the Project be extended due to an act of God as discussed above, the Construction Manager's performance contract shall be extended and the Construction Manager shall be compensated for this extension under the provisions of Article 4.2.4 of this Agreement.

## **ARTICLE 2**

### **THE DISTRICT'S RESPONSIBILITIES**

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

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

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

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

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

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

2.7 The District reserves the right to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project. The Construction Manager shall notify the District within ten (10) days of actual knowledge of the District's intent



to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project, if any such independent action shall in any way compromise the Construction Manager's ability to meet the Construction Manager's responsibilities under this Agreement.

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

### **ARTICLE 3** **CONSTRUCTION COST AND PROJECT BUDGET**

3.1 The Construction Cost of the Project shall be the total of the final contract sums of all of separate contracts of contractors for the Project, and shall not exceed the budgeted amount for the Construction Cost as set forth in the Project Budget.

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

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

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

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

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

**ARTICLE 4**  
**BASIS OF COMPENSATION AND PAYMENT**

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

**4.1 BASIC SERVICES FEE.**

4.1.1 The stipulated Not-to-Exceed Fee that shall be paid to the Construction Manager for providing all the services set forth in Article 1 shall be \$1,041,131 (One Million Forty One Thousand and One Hundred Thirty One Dollars). However, in the event that the Basic Services Fee exceeds the maximum schedule for Construction Management Fees, the Basic Services Fee shall be reduced accordingly.

**4.12 GENERAL CONDITIONS COSTS**

General Conditions as described in Article 5 shall be reimbursed at cost in accordance with Article 5 with the total not to exceed \$789,566 (Seven Hundred Eighty Nine Thousand and Five Hundred Sixty Six Dollars).

**4.13 CONSTRUCTION MANAGEMENT COSTS**

Construction Management fees shall not exceed \$241,565 (Two Hundred Forty One Thousand and Five Hundred Sixty Five) per Exhibit I Fee Proposal.

**4.14 REIMBURSABLE EXPENSES/ALLOWANCES**

Additional reimbursable expenses/allowances fees shall not exceed \$10,000 (Ten Thousand Dollars) as authorize by the DISTRICT for additional scope items.

**4.2 PAYMENT**

**4.21 BASIC COMPENSATION PAYMENT:**

4.2.1.1 Pre-Construction Invoicing. Construction Manager shall invoice up to 35% of the Basic Services for the services set forth in Article 1 based on the actual level of completion, from the time the Construction Manager begins work on the Project to the commencement of the Construction Phase time the contractor is selected by the District.

4.2.1.2 Construction Invoices. Construction Manager shall invoice up to 55% of the Basic Services Fee based on the actual level of completion during the Construction Phase.

4.2.1.3 Project Retention. Construction Manager shall invoice 10% of the Basic Services Fee 35 days after the District files the last Notice of Completion for the Project.

**4.22 GENERAL CONDITIONS PAYMENT**

Construction Manager shall invoice General Conditions costs monthly during the duration of the construction work. All General Condition costs must be supported by an invoice,

receipt, an employee time sheet, or other acceptable documentation.

423 PAYMENT OF INVOICES.

The District shall make payments to Construction Manager within thirty (30) days of receipt of the appropriate and approved invoice from Construction Manager.

424 ADDITIONAL COMPENSATION.

Construction Manager shall not be entitled to additional compensation unless there are unusual and unanticipated circumstances and only when approved in writing by the District, in advance of such services being provided. If the Construction Manager shall claim compensation for any damage sustained by reason of the acts of the District or its agents, Construction Manager shall, within ten (10) days after sustaining of such damage, submit to the District a written statement of the damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained, the Construction Manager shall file with the District an itemized statement of the details and amount of such damage in accordance with this Article, and unless such statement is submitted, any claims by Construction Manager shall be forfeited and invalidated and Construction Manager shall not be entitled to consideration for payment on account of any such damage. In the event extra compensation is approved, extra compensation shall be computed at cost plus ten percent (10%) of billings to Construction Manager by Construction Manager's consultants and for other costs incurred by the Construction Manager and at the following rates for Construction Manager's employees:

Project Executive	\$179.40
Superintendent	\$110.30
Project Manager	\$100.54
Assistant Project Manager	\$93.00
Accountant	\$79.92
Project Administrator	\$65.00
Cost Engineer (Estimator)	\$103.86
Estimating Assistant	\$65.94
Project Planner	\$127.94
Director of QA/QC	\$133.35
Constructability Reviewer	\$104.00
BIM Manager	\$104.00
General Supervision	\$175.01
Safety Director	\$143.93
Safety Coordinator	\$101.81

**ARTICLE 5**  
**GENERAL CONDITIONS**

Construction Manager shall provide the General Conditions for the Project. General Conditions of the Project are defined as those generic support activities which must be in place to support all construction aspects of the Project. These include the following:

CATEGORY:	EST. TOTAL:
Preconstruction	\$85,707
Construction Supervision	\$573,543
Job Site Safety / Signs	\$6,930
Temporary trailer	\$40,888
Office Supplies, Copy Machine, Phones, Computers	\$52,498
Closeout	<u>\$30,000</u>
<b>TOTAL ESTIMATED COSTS</b>	<b>\$ 789,566</b>

In no event shall the General Condition costs exceed \$789,566 (Seven Hundred Eighty Nine Thousand and Five Hundred Sixty Six Dollars).

All General Condition items and services shall be billed at their actual cost, and the Construction Manager shall take all reasonable steps necessary to obtain the most competitive prices available for these items. If Construction Manager desires to be reimbursed for any other General Conditions costs not specifically set forth in this Article, prior to the commencement of the Construction Phase, Construction Manager shall submit a list of these General Condition items to the District for the District's approval. The cost of any additional items shall not be reimbursable unless advance written authorization is provided by the District to Construction Manager to obtain the item.

**ARTICLE 6**  
**TERMINATION, ABANDONMENT OR SUSPENSION OF WORK**

**6.1 TERMINATION OF CONSTRUCTION MANAGER'S SERVICES FOR CAUSE.**

The District may give seven (7) days written notice to Construction Manager of District's intent to terminate the Construction Manager's services under this Agreement for failure to satisfactorily perform or provide prompt, efficient or thorough service or Construction Manager's failure to complete its services or otherwise comply with the terms of this Agreement. If after the expiration of such seven (7) days, Construction Manager fails to cure the performance as set forth in the District's notice of intent to terminate the Construction Manager's services, District may issue a notice of termination. At that time, Construction Manager's services shall be terminated as set forth in District's notice. In the event of termination due to a breach of this Agreement by Construction Manager, the compensation due Construction Manager upon termination shall be reduced by the amount of damages and liquidated damages sustained by District due to such breach.

In the event 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 6.3 below, and Construction Manager 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 Construction Manager.

## **6.2 ABANDONMENT OF PROJECT.**

The District has the absolute discretion to suspend or abandon all or any portion of the work on a Project and may do so upon fourteen (14) days written notice to the Construction Manager. Upon notice of suspension or abandonment, Construction Manager shall immediately discontinue any further action on the Project. If the entire work to be performed on the Project is abandoned, the parties shall each be relieved of the remaining executory obligations of the Agreement, as it relates to the Project, but shall not be relieved of any obligations arising prior to said abandonment. In the event the District abandons or suspends the work on the Project, there shall be due and payable within thirty (30) days following such abandonment or suspension compensation for all approved services performed and all approved expenses incurred pursuant to 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 Construction Manager for approved extra services.

## **6.3 TERMINATION WITHOUT CAUSE (FOR CONVENIENCE).**

The District shall also have the right in its absolute discretion to terminate this Agreement in the event the District is not satisfied with the working relationship with Construction Manager or without cause following fourteen (14) days prior written notice from the District to Construction Manager. In the event that District chooses to terminate this Agreement for convenience or without cause, Construction Manager shall be compensated for all approved services performed and all approved expenses incurred pursuant to this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the termination for convenience plus any sums due the Construction Manager for approved extra services. In addition to the compensation described above, Construction Manager shall also be reimbursed for reasonable termination costs through the payment of (1) 3% of the Construction Management Fees incurred to date if less than 50% of the Construction Management Fees have been paid; or (2) 3% of the remaining Construction Management Fees if more than 50% of the Construction Management Fees have been paid. This payment is agreed to compensate Construction Manager for any damages resulting from early termination and is consideration for entry into this termination for convenience clause.

## **6.4 CONTINUANCE OF WORK.**

In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Construction Manager agrees to continue the work diligently to completion. If the dispute is not resolved, Construction Manager agrees it shall neither rescind the Agreement nor stop the progress of the work, but Construction Manager's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Projects have been completed, and not before.

## **6.5 DELIVERY OF DOCUMENTS.**

Upon any termination, abandonment or suspension, Construction Manager shall deliver to District all documents, files, reports, etc. (regardless of medium or format) related to the Project within ten (10) days of such termination, abandonment or suspension. Failure to comply with this requirement shall be deemed a material breach of this Agreement.

## **ARTICLE 7**

### **INDEMNIFICATION**

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

(a) Workers Compensation and Employers Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Construction Manager's employees or Construction Manager's sub-consultant's employees arising out of Construction Manager's work under this Agreement. The Construction Manager, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy 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; and

(b) General Liability. Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the District, or any person, firm or corporation employed by the Construction Manager or the District upon or in connection with this Agreement or 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 Construction Manager, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy 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; and

(c) Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Construction Manager, or any person, firm or corporation employed by the Construction Manager, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Construction Management Services, 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.

7.2 The indemnity requirements described in this Article 7 is intended to apply during the period of Construction Manager's performance under this Agreement and shall survive the expiration or termination of this Agreement.

**ARTICLE 8**  
**SUCCESSORS AND ASSIGNS**

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

**ARTICLE 9**  
**APPLICABLE LAW**

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

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

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

**ARTICLE 11**  
**INSURANCE**

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

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

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

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

(c) Professional liability insurance, including contractual liability, with limits of \$1,000,000, per occurrence. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least two (2) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation.

11.2 Each policy of insurance required in (b) above shall name the District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Construction Manager hereunder, such policy is primary and any insurance carried by the District is excess and non-contributory with such primary insurance; shall state that no less than thirty (30) days' written notice shall be given to the District prior to cancellation; and, shall waive all rights of subrogation. Construction Manager shall notify the District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Construction Manager shall deliver to the District certificates of insurance as evidence of compliance with the requirements herein. In the event Construction Manager fails to secure or maintain any policy of insurance required hereby, the District may, at its sole discretion, secure such policy of insurance in the name of an for the account of Construction Manager, and in such event Construction Manager shall reimburse the District upon demand for the costs thereof.

**ARTICLE 12**  
**EXTENT OF AGREEMENT**

12.1 This Agreement represents the entire and integrated agreement between the District and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written oral. This Agreement may be amended only by written instrument signed by both the District and the Construction Manager.

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

CONSTRUCTION MANAGER:

C.W. Driver LLC  
Dana Roberts  
CEO

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

\_\_\_\_\_

DISTRICT:

Riverside Community College District  
Aaron Brown  
Vice Chancellor  
Business and Financial Services

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

\_\_\_\_\_



**EXHIBIT “A”**

**PROPOSED PROJECT SCHEDULE**

**Start:** September 16, 2020

**Finish:** October 30, 2022

# BASIC SERVICES FEES

# EXHIBIT I

BASIC SERVICES FEES	FEES
1. CONSTRUCTION MANAGEMENT FEES	\$241,565
2. GENERAL CONDITIONS	\$789,566

TOTAL	\$1,031,131
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**1. CONSTRUCTION MANAGEMENT FEES (2.84% of \$8.5 million) - \$241,565**  
**2. GENERAL CONDITIONS Total a, b, c - \$789,566**

## a) Preconstruction Services

NAME	TITLE	HOURS ASSIGNED		HOURLY RATE	TOTAL COST
		CONSTRUCTIBILITY/ BUDGET VALIDATION	BIDDING		
Dave Amundson	Project Executive	14	14	\$179.40	\$5,023
Serge Norkin	Project Manager	80	192	\$100.54	\$27,348
Roberto Montero	Superintendent	28	0	\$110.30	\$3,088
Kim Pradillo	Senior Estimator	120	44	\$103.86	\$17,033
Christina Cochran	Estimating Admin.	16	40	\$65.94	\$3,693
Tom Zaczyk	Director of Project Planning	24	0	\$127.94	\$3,070
Peter Kovacs	Director of QA/QC	17	0	\$133.35	\$2,207
Mark Wells	Constructibility	191	0	\$104.00	\$19,863
<b>TOTAL HOURS</b>		<b>490</b>	<b>290</b>		
Materials					\$4,382
<b>TOTAL PRECONSTRUCTION PHASE LABOR COST</b>					<b>\$85,707</b>

## b) Construction Services

NAME	TITLE	HOURS ASSIGNED FOR CONSTRUCTION PHASE	HOURLY RATE	TOTAL COST
Dave Amundson	Project Executive	312	\$179.40	\$55,972
Serge Norkin	Project Manager	2,080	\$100.54	\$209,128
Roberto Montero	Superintendent	2,080	\$110.30	\$229,428
Jason Lawrence	Senior Project Planner	104	\$120.42	\$12,524
Leo O'Brien	General Superintendent	104	\$175.01	\$18,201
Vikki McCray	Project Accountant	104	\$79.92	\$8,312
Todd Baxter	BIM Manager	139	\$104.00	\$14,421
Jim Wathen	Safety Director	104	\$143.93	\$14,968
Gregory Patrick	Safety Coordinator	104	\$101.81	\$10,589
<b>TOTAL HOURS</b>		<b>5,131</b>		
Materials				\$100,316
<b>TOTAL PRECONSTRUCTION PHASE LABOR COST</b>				<b>\$673,859</b>

## c) Post-Construction Services

NAME	TITLE	HOURS ASSIGNED FOR POST-CONSTRUCTION SERVICES	HOURLY RATE	TOTAL COST
Serge Norkin	Project Manager	298	\$100.54	\$30,000
<b>TOTAL HOURS</b>		<b>298</b>		
<b>TOTAL PRECONSTRUCTION PHASE LABOR COST</b>				<b>\$30,000</b>

**FACILITIES PLANNING AND DEVELOPMENT  
MEASURE C CURRENT/FUTURE PROJECT SUMMARY UPDATES (OCTOBER 15, 2020)**

<b>PROJECT</b>	<b>STATUS</b>
<b>Riverside City College (RCC)</b>	
<i>RCC State 5-Year Capital Construction Plan Life Science/Physical Science Reconstruction Project for Business Education + CIS</i>	The project is approved and funded by the State for 2020/2021 fiscal year in the total amount of \$35,004,000 (State: \$26,592,000, Measure C: \$6,100,536 and other college resource: \$2,311,437). The Board of Trustees approved the project budget and the selection of the Architect (19six Architects) on August 18, 2020. The project is currently in the preliminary planning phase.
<i>Greenhouse Building Project</i>	The project is approved by the Board of Trustees in the total amount of \$672,000 (Measure C: \$500,000 and local resources: \$172,000). The project is currently under construction with an expected opening date during the month of December 2020.
<b>Moreno Valley College (MVC)</b>	
<i>Student Service Welcome Center Project</i>	The Project is currently in the construction phase and within budget. The project has experienced 10 days delay due to the lack of cement availability and mandatory shutdown for concrete plants because of an excessive heat wave that caused electricity supply issue.
<i>Ben Clark Training Center (Phase I)</i>	This project is in the final stage of design with an expected final signoff by the college in December 2020. The Board of Trustees approved the selection of the Construction Manager (C.W. Driver) on September 15, 2020.
<i>Elevators Modernization &amp; Fire Alarm Upgrades</i>	The construction and installation of the elevator project was completed in September 2020. The Fire Alarm Upgrade project is in the design development phase and the Architect is working on the drawings and DSA approval.
<b>Norco College (NC)</b>	
<i>Soccer Field Artificial Turf Replacement</i>	The Board of Trustees approved the project in March 2020 in the amount of \$500,648 of which 50% is funded from Measure C. The installation of the field turf was completed and the Accessibility scope of work is pending approval by DSA.