

**CITIZENS' BOND OVERSIGHT COMMITTEE**  
Riverside Community College District  
January 12, 2023 – 3pm  
District Office, Conference Room 309  
3801 Market Street, Riverside, California 92501

**ORDER OF BUSINESS**

**Pledge of Allegiance**

Pursuant to the [Fifth Addendum to Board Resolution No. 02-21/22](#), students, employees, and visitors are strongly encouraged to use a well-fitted mask while in District facilities, including during attendance at Citizen Bond Oversight Committee (CBOC) meetings in person. Public access to the in-person meeting will begin 30 minutes prior to the start of the meeting. In order to encourage public participation to the greatest extent possible, a continued virtual link will be provided via live streaming [Riverside Community College District's YouTube Channel](#).

**Submission of Public Comments**

1. Anyone who wishes to make a presentation to the CBOC on an agenda item in person is requested to complete a "REQUEST TO ADDRESS THE CBOC" card, available from the Executive Administrative Assistant. However, the CBOC Chair will invite comments on specific agenda items during the meeting before final votes are taken. Please make sure that the CBOC Chair has the correct spelling of your name and address to maintain proper records. Comments should be limited to five (5) minutes or less. (This time limit will be doubled for members of the public utilizing a translator to ensure the non-English speaker receives the same opportunity to directly address the CBOC, unless simultaneous translation equipment is used.)
2. Members of the public also join the meeting virtually through Zoom to directly voice their comments to the CBOC. Complete the [virtual comments request form](#) to speak. A link to join the meeting will be automatically be sent to you.
3. Written public comments may be sent to [CBOC@rccd.edu](mailto:CBOC@rccd.edu), which will be read during the public comment portion of the meeting. Submissions by email must be received prior to 3pm the day of the meeting to be included.

Anyone who requires a disability-related modification or accommodation to participate in any meeting should contact the Vice Chancellor, Institutional Advancement and Economic Development office at (951) 203-3639 and speak to an Executive Administrative Assistant as far in advance of the meeting as possible.

**I. CALL TO ORDER**

**II. COMMENTS FROM THE PUBLIC**

*CBOC invites comments from the public regarding any matters within the jurisdiction of the Committee. Due to the Ralph M. Brown Act, the Committee cannot address or respond to comments made under Public Comment.*

**III. APPROVAL OF MINUTES**

- a. Updated Minutes from October 13, 2022  
*Recommended Action: Approval*

- IV. **PROPOSITION 39 - AUDIT UPDATE FROM EIDEBAILLY LLP**
  - a. Proposition 39 Governance Letter  
*Information Only*
  - b. Proposition 39 Audit Report  
*Information Only*
- V. **MEASURE C FINANCIAL UPDATE**
  - a. Project Commitments Summary Report as of December 31, 2022  
*Information Only*
  - b. Capital Program Executive Summary (CPES) Report October 1 to December 31, 2022  
*Information Only*
- VI. **MEASURE C PROJECTS UPDATE**
  - a. Board Reports - Using Measure C Funding as of September 20 to December 13, 2022  
*Information Only*
  - b. Measure C Project Summary Status Updates as of January 12, 2023  
*Information Only*
- VII. **BUSINESS FROM COMMITTEE MEMBERS**
  - a. Other Business  
*Discussion Only*
- VIII. **ADJOURN**

**CITIZENS' BOND OVERSIGHT COMMITTEE**  
Riverside Community College District  
October 13, 2022 – 3:15pm  
District Office, Conference Room 309  
3801 Market Street, Riverside, California 92501

**COMMITTEE MEMBERS PRESENT**

Warren Avery, Chair  
Eva Petty, Vice-Chair  
Patricia Reynolds  
Michael Vahl  
Fauzia Rizvi  
Monica Delgadillo  
Dwight Tate

**DISTRICT STAFF PRESENT**

Wolde-Ab Isaac, Chancellor  
Aaron Brown, Vice Chancellor, Business & Financial Services  
Rebecca Goldware, Vice Chancellor, Institutional Advancement & Economic Development  
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development  
Misty Griffin, Director, Business Services  
Mark Knight, Information Architect  
Renee Vigil, Executive Administrative Assistant

**CALL TO ORDER**

Call to order at 3:16pm. Pledge of Allegiance taken. Attendance taken by Chair Avery with members Vahl, Petty and Rizvi participating in the meeting virtually and all other members were attending the meeting in person.

**COMMENTS FROM THE PUBLIC**

No comments received.

**APPROVAL OF MINUTES FROM JULY 14, 2022**

Member Delgadillo motioned to approve the minutes and Member Reynolds seconded. (7 ayes)

**MEASURE C FINANCIAL UPDATE - PROJECT COMMITMENTS SUMMARY REPORT AS OF September 30, 2022**

Director Misty Griffin presented and there was a change of \$200,000 for cash on hand due to the Ben Clark Training Center (BCTC). Interest income changed by \$300,000. There was a change of \$800,000 due to the Riverside City College (RCC) track and football field. A question was received from Chair Avery regarding an internal transfer from general fund savings and discussed with the Business and Financial Services District staff.

**CAPITAL PROGRAM EXECUTIVE SUMMARY (CPES) REPORT AS OF JULY 1 TO SEPTEMBER 30, 2022**

Director Griffin presented and there has been a change of \$620,000 per the CPES. No questions were received for this item.

**MEASURE C PROJECTS UPDATE - BOARD REPORTS - USING MEASURE C FUNDING AS OF AUGUST 16 TO SEPTEMBER 23, 2022**

Associate Vice Chancellor, Hussain Agah presented the four Board reports: Bid Award for Life Science and Physical Science Reconstruction Project; Materials Testing & Special Inspections Services Agreement with Geo Tek, Inc. for the RCC Life Science & Physical Science Reconstruction for Business Education & Computer Information Systems Project; Inspection Services Agreement with Knowland Construction Services for the RCC Life Science & Physical Science Reconstruction for Business Education & Computer Information Systems Project; and RCC Football Field & Running Track Renovation Project. A question was received about Chaffey College mentioned in one of the requests for proposal documents which was discussed with the Business and Financial Services District staff.

### **MEASURE C PROJECT SUMMARY STATUS UPDATES AS OF October 13, 2022**

Associate Vice Chancellor Agah presented the Project Summary Report. There are two updates at RCC. Firstly, the Life Science/Physical Science Reconstruction Project for Business Education + CIS was approved by the Board of Trustees for the construction bid and award on August 17, 2022; the project is within budget. The Department of Finance (DOF) authorized the District to proceed with the construction. The District issued the Notice to Proceed (NTP) and the general contractor will mobilize and start construction activities in October 2022. Secondly, RCC's Football Field & Running Track Renovation Project went before the Board of Trustees who approved the project in the total amount of \$7,700,000. The project is currently in the design phase and is planned to be completed by August 2023. At MVC there are two updates as well; firstly, the Student Service Welcome Center Project Working Drawings have been submitted to the Division of the State Architect (DSA) in May 2022 for review. DSA approval is anticipated by the end of October 2022. Secondly, the BCTC (Education Building I) entails the project was completed on schedule and within budget. Staff moved in to the new facility on September 12 and grand opening is scheduled for October 7, 2022.

### **BUSINESS FROM COMMITTEE MEMBERS - OTHER BUSINESS**

Chair Avery asked about the District audit update. The District will report to the CBOC by January about the audit and once a draft about the audit is ready this will be submitted for review and discussion at the January CBOC meeting.

### **ADJOURN**

The CBOC meeting was adjourned at 3:39pm.



November 29, 2022

Board of Trustees and Citizens' Bond Oversight Committee  
Riverside Community College District  
Riverside, California

We have audited the financial statements of the General Obligation Bond Construction Fund (Measure C) of the Riverside Community College District's (the District), as of and for the year ended June 30, 2022, and have issued our report thereon dated November 29, 2022. Professional standards require that we advise you of the following matters relating to our audit.

**Our Responsibility in Relation to the Financial Statement Audit of the District's General Obligation Bond Construction Fund (Measure C) under Generally Accepted Auditing Standards and *Government Auditing Standards* and the Performance Audit under *Government Auditing Standards***

As communicated in our letter dated June 21, 2022, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Additionally, our responsibility, as described by professional standards, is to conduct a performance audit in accordance with *Government Auditing Standards*. Our audit of the financial statements and performance audit do not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the District solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. We are also responsible for communicating significant matters related to the objectives of the performance audit. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding internal controls during our audit in our Independent Auditor’s 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* dated November 29, 2022.

### **Planned Scope and Timing of the Audit**

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

### **Compliance with All Ethics Requirements Regarding Independence**

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

### **Significant Risks Identified**

As stated in our auditor’s report, professional standards require us to design our audit to provide reasonable assurance that the financial statements are free of material misstatement whether caused by fraud or error. In designing our audit procedures, professional standards require us to evaluate the financial statements and assess the risk that a material misstatement could occur. Areas that are potentially more susceptible to misstatements, and thereby require special audit considerations, are designated as “significant risks”. We have identified the following as significant risks.

*Management Override of Controls* – Professional standards require auditors to address the possibility of management overriding controls. Accordingly, we identified as a significant risk that management of the District may have the ability to override controls that the organization has implemented. Management may override the District’s controls in order to modify the financial records with the intent of manipulating the consolidated financial statements to overstate the District’s financial performance or with the intent of concealing fraudulent transactions.

*Revenue Recognition* – We identified revenue recognition as a significant risk due to financial and operational incentives for the District to overstate revenues.

### **Qualitative Aspects of the Entity’s Significant Accounting Practices**

#### *Significant Accounting Policies*

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the District is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during the year ended June 30, 2022. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

### *Significant Accounting Estimates*

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on 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 markedly from management's current judgments. No such significant accounting estimates were identified.

### *Financial Statement Disclosures*

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. There were no financial statement disclosures that we consider to be particularly sensitive or involve significant judgement.

### **Significant Difficulties Encountered during the Audit**

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

### **Uncorrected and Corrected Misstatements**

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit.

The following summarizes uncorrected financial statement misstatements whose effects in the current period, as determined by management, are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Overstatement of Accounts Payable      \$30,400

An expense incurred in the 2022-23 fiscal year was accrued as of June 30, 2022.

The effect of these uncorrected misstatement as of and for the year ended June 30, 2022, is an understatement of the net change in fund balance of approximately \$30,400, and understatement of fund balance of approximately \$30,400.

### **Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the District's General Obligation Bond Construction Fund (Measure C) financial statements or the auditor's report. No such disagreements arose during the course of the audit.

**Circumstances that Affect the Form and Content of the Auditor’s Report**

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor’s report. We have made the following modification to our auditor’s report:

***Emphasis of Matter***

As discussed in Note 1, the financial statements present only the General Obligations Bond Construction Fund (Measure C), and do not purport to, and do not, present fairly the financial position of the District as of June 30, 2022, the changes 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.

**Representations Requested from Management**

We have requested certain written representations from management which are included in the management representation letter dated November 29, 2022.

**Management’s Consultations with Other Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

**Other Significant Matters, Findings, or Issues**

In the normal course of our professional association with the District, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the District’s auditors.

This report is intended solely for the information and use of the Board of Trustees and management of the District and is not intended to be, and should not be, used by anyone other than these specified parties.



Rancho Cucamonga, California





Financial and Performance Audits

General Obligation Bond Construction Fund (Measure C)

June 30, 2022

Riverside Community College District

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Financial Audit

General Obligation Bond Construction Fund (Measure C)

June 30, 2022

**Riverside Community College District**



## Independent Auditor's Report

Board of Trustees and Citizens' Bond Oversight Committee (CBOC)  
Riverside Community College District  
Riverside, California

### Report on the Audit of the Financial Statements

#### *Opinion*

We have audited the financial statements of the General Obligation Bond Construction Fund (Measure C) of the Riverside Community College District (the District), as of and for the year ended June 30, 2022, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the General Obligation Bond Construction Fund (Measure C) of the District, as of June 30, 2022, and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for Opinion*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Governmental Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### *Emphasis of Matter*

As discussed in Note 1, the financial statements present only the General Obligation Bond Construction Fund (Measure C), and do not purport to, and do not, present fairly the financial position of the District as of June 30, 2022, the changes 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.

### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

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

In accordance with *Government Auditing Standards*, we have also issued our report dated November 29, 2022, on our consideration of the General Obligation Bond Construction Fund (Measure C) of the District's internal control over 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

General Obligation Bond Construction Fund (Measure C) of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the General Obligation Bond Construction Fund (Measure C) of the District's internal control over financial reporting and compliance.

*Eide Bailly LLP*

Rancho Cucamonga, California  
November 29, 2022

Riverside Community College District  
General Obligation Bond Construction Fund (Measure C)  
Balance Sheet  
June 30, 2022

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Assets	
Investments	\$ 18,697,987
Accounts receivable	40,148
Prepaid expenditures	<u>9,442</u>
Total assets	<u><u>\$ 18,747,577</u></u>
Liabilities and Fund Balance	
Liabilities	
Accounts payable	\$ 852,925
Due to other funds	<u>63</u>
Total liabilities	<u>852,988</u>
Fund Balance	
Restricted for capital projects	<u>17,894,589</u>
Total liabilities and fund balance	<u><u>\$ 18,747,577</u></u>

Riverside Community College District  
General Obligation Bond Construction Fund (Measure C)  
Statement of Revenues, Expenditures, and Changes in Fund Balance  
Year Ended June 30, 2022

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Revenues	
Investment Income (loss)	<u>\$ (268,221)</u>
Expenditures	
Salaries and benefits	95,316
Supplies and materials	11,624
Services and other expenditures	37,353
Capital outlay	<u>10,695,153</u>
Total expenditures	<u>10,839,446</u>
Net Change in Fund Balance	(11,107,667)
Fund Balance, Beginning	<u>29,002,256</u>
Fund Balance, Ending	<u><u>\$ 17,894,589</u></u>



**Note 1 - Summary of Significant Accounting Policies**

The accounting policies of the General Obligation Bond Construction Fund (Measure C) conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA). The District's General Obligation Bond Construction Fund (Measure C) accounts for the financial transactions in accordance with the policies and procedures of the California Community Colleges *Budget and Accounting Manual*.

**Financial Reporting**

The financial statements include only the General Obligation Bond Construction Fund of the Riverside Community College District (the District) used to account for Measure C projects. This Fund was established to account for the receipt of proceeds of general obligation bond issuances and the expenditures of the General Obligation Bond Election of March 2004. These financial statements are not intended to present fairly the financial position and results of operations of the District in compliance with accounting principles generally accepted in the United States of America.

**Fund Accounting**

The operations of the General Obligation Bond Construction Fund (Measure C) are accounted for in a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. Resources are allocated to and accounted for in the fund based upon the purpose for which they are to be spent and the means by which spending activities are controlled.

**Basis of Accounting**

The General Obligation Bond Construction Fund (Measure C) is accounted for using a flow of current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. The statement of revenues, expenditures, and changes in fund balance reports on the sources (revenues and other financing sources) and uses (expenditures and other financing uses) of current financial resources.

**Budgets and Budgetary Accounting**

Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for all governmental funds. The District's governing board adopts an operating budget in accordance with State law. A public hearing must be conducted to receive comments prior to adoption. The District's governing board satisfied these requirements. The Board revises this budget during the year to give consideration to unanticipated revenues and expenditures primarily resulting from events unknown at the time of budget adoption. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account.

### **Encumbrances**

The District utilizes an encumbrance accounting system under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation. Encumbrances are liquidated when the commitments are paid and all outstanding encumbrances lapse at June 30.

### **Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates and those differences could be material.

### **Fund Balance**

As of June 30, 2022, the fund balance is classified as follows:

**Restricted** - amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation, or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

## **Note 2 - Investments**

### **Policies and Practices**

The District is authorized under California *Government Code* to make direct investments in local agency bonds, notes, or warrants within the State; U.S. Treasury instruments; registered State warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreements; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security; and collateralized mortgage obligations.

### **Investment in County Treasury**

The District deposits substantially all receipts and collections of monies with their County Treasurer. The fair value of the District's investment in the pool is reported in the accompanying financial statements at amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

Riverside Community College District  
 General Obligation Bond Construction Fund (Measure C)  
 Notes to Financial Statements  
 June 30, 2022

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For the year ended June 30, 2022, the District recognized investment income (loss) of (\$268,221). This amount is comprised of interest income of \$98,176 and a fair market value adjustment of (\$366,397).

**General Authorizations**

Limitations as they relate to interest rate risk, credit risk, and concentration of credit risk are indicated in the schedules below:

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

**Interest Rate Risk**

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. District regulations require that funds that are not required for the immediate need of the District may be invested in the County Treasurer's Investment Pool. The District manages its exposure to interest rate risk by investing in the Riverside County Investment Pool. The District maintains an investment of \$18,697,987 with the Riverside County Investment Pool, with an average maturity of 1.19 years.

**Credit Risk**

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The District's investment in the Riverside County Investment Pool is rated Aaa-bf by Moody's Investor Service and AA Af/S1 by Fitch Ratings.

**Note 3 - Accounts Receivable**

Accounts receivable at June 30, 2022, in the amount of \$40,148 represents interest earnings that have yet to be received. All amounts have been determined by management to be fully collectable.

**Note 4 - Accounts Payable**

Accounts payable at June 30, 2022, represents amounts owed to vendors for both ongoing and completed constructions projects in the amount of \$852,925.

**Note 5 - Due to Other Funds**

As of June 30, 2022, the General Obligation Bond Construction Fund (Measure C) owed other funds of the District \$63.

**Note 6 - Commitments and Contingencies**

As of June 30, 2022, the General Obligation Bond Construction Fund (Measure C) had approximately \$41.8 million in commitments with respect to unfinished capital projects.

The projects are funded through a combination of the General Obligation Bond Construction Fund (Measure C) and other local funding sources.

**Litigation**

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the District's General Obligation Bond Construction Fund (Measure C) at June 30, 2022.



Independent Auditor's Report  
June 30, 2022

# Riverside Community College District



**Independent Auditor's 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***

Board of Trustees and Citizens' Bond Oversight Committee (CBOC)  
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 financial statements of the General Obligation Bond Construction Fund (Measure C) of the Riverside Community College District (the District) as of and for the year ended June 30, 2022, and the related notes of the financial statements, and have issued our report thereon dated November 29, 2022.

**Emphasis of Matter**

As discussed in Note 1, the financial statements present only the General Obligation Bond Construction Fund (Measure C), and do not purport to, and do not, present fairly the financial position of the District as of June 30, 2022, the changes 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.

**Report on Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions 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 District's General Obligation Bond Construction Fund (Measure C) 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 or significant deficiencies may exist that have not been identified.

### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's General Obligation Bond Construction Fund (Measure C) financial statements are free from 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 financial statements. 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 noncompliance 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 District'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 District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in cursive script that reads "Eide Bailly LLP".

Rancho Cucamonga, California  
November 29, 2022

None reported.



Riverside Community College District  
General Obligation Bond Construction Fund (Measure C)  
Summary Schedule of Prior Audit Findings  
June 30, 2022

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There were no audit findings reported in the prior year's Schedule of Findings and Questioned Costs.



Performance Audit

General Obligation Bond Construction Fund (Measure C)

June 30, 2022

**Riverside Community College District**



## Independent Auditor's Report on Performance

Board of Trustees and Citizens' Bond Oversight Committee (CBOC)  
Riverside Community College District  
Riverside, California

We were engaged to conduct a performance audit of the General Obligation Bond Construction Fund (Measure C) of the Riverside Community College District (the District) for the year ended June 30, 2022.

We conducted this 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 within the report which includes determining the District's compliance with the performance requirements as referred to in Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution. Management is responsible for the District's compliance with those requirements.

In planning and performing our performance audit, we obtained an understanding of the District's internal control in order to determine if the internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution, but not for the purpose of expressing an opinion of the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

The results of our tests indicated that the District expended General Obligation Bond Construction Fund (Measure C) funds only for the specific projects approved by the voters, in accordance with Proposition 39 and outlined in Article XIII A, Section 1 (b)(3)(C) of the California Constitution.

This report is intended solely for the information and use of the District and is not intended to be and should not be used by anyone other than this specified party.

A handwritten signature in black ink that reads "Eide Bailly LLP".

Rancho Cucamonga, California  
November 29, 2022

### **Authority for Issuance**

The general obligation bonds associated with Measure C were issued pursuant to the Constitution and laws of the State of California (the State), including the provisions of Chapters 1 and 1.5 of Part 10 of the California *Education Code*, and other applicable provisions of law.

The District received authorization from an election held on March 2, 2004, to issue bonds of the District in an aggregate principal amount not to exceed \$350,000,000 to provide funds to improve facilities and safety at the Moreno Valley, Norco, and Riverside campuses. The Measure required approval by at least 55% of the votes cast by eligible voters within the District.

### **Purpose of Issuance**

The net proceeds of the Bonds issued under the 2004 Authorization will be used for the purposes specified in the District bond proposition submitted at the Election, which include the purposes of improving safety and the quality of education in the District by helping to finance construction of property and District facilities.

### **Authority for the Audit**

On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools and Financial Accountability Act. Proposition 39 amended portions of the California Constitution to provide for the issuance of general obligation bonds by school district, community college districts, or county offices of education for the following: "construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of rental property for school facilities", upon approval by 55% of the electorate. In addition to reduction of the approval threshold from two-thirds to 55%, Proposition 39 and the enacting legislation (AB 1908 and AB 2659) requires the following accountability measures as codified in *Education Code* Sections 15278-15282:

1. Requires that the proceeds from the sale of the bonds be used only for the purposes specified in Article XIII A, Section 1(b)(3)(C) of the California Constitution, and not for any other purpose, including teacher and administrator salaries and other District operating expenses.
2. The District must list the specific facilities projects to be funded in the ballot measure and must certify that the governing board has evaluated safety and information technology needs in developing the project list.
3. Requires the District to appoint a Citizens' Bond Oversight Committee (CBOC).
4. Requires the District to conduct an annual independent financial audit and performance audit in accordance with the *Government Auditing Standards* issued by the Comptroller General of the United States of the bond proceeds until after all of the proceeds have been expended.
5. Requires the District to conduct an annual independent performance audit to ensure that the funds have been expended only on the specific projects listed.

### **Objectives of the Audit**

1. Determine whether expenditures charged to the General Obligation Bond Construction Fund (Measure C) have been made in accordance with the Bond project list approved by the voters through the approval of the Measure C.
2. Determine whether salary transactions, if any, charged to the General Obligation Bond Construction Fund (Measure C) were in support of Measure C and not for District general administration or operations.

### **Scope of the Audit**

The scope of our performance audit covered the period of July 1, 2021 through June 30, 2022. The population of expenditures tested included all 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 proceeds of the Bonds, were not included within the scope of the audit. Expenditures incurred subsequent to June 30, 2022, were not reviewed or included within the scope of our audit or in this report.

### **Methodology**

We obtained the general ledger and the project expenditure reports prepared by the District for the fiscal year ended June 30, 2022, for the General Obligation Bond Construction Fund (Measure C). Within the fiscal year audited, we obtained the actual invoices, purchase orders, and other supporting documentation for a sample of expenditures to ensure compliance with the requirements of Article XIII A, Section 1(b)(3)(C) of the California Constitution and Measure C as to the approved bond projects list. We performed the following procedures:

1. We identified expenditures and projects charged to the general obligation bond proceeds by obtaining the general ledger and project listing.
2. We selected a sample of expenditures using the following criteria:
  - a. We considered all expenditures recorded in all object codes.
  - b. We considered all expenditures recorded in all projects that were funded from July 1, 2021 through June 30, 2022 from Measure C bond proceeds.
  - c. We selected a sample of expenditures using professional judgement, based on risk assessment and consideration of coverage of all object codes and projects for the period starting July 1, 2021 and ending June 30, 2022.
3. Our sample included \$5,648,244 of nonpayroll and \$49,028 of payroll transactions, totaling \$5,697,272. This represents 53% of the total expenditures of \$10,839,446.

4. We reviewed the actual invoices and other supporting documentation to determine that:
  - a. Expenditures were supported by invoices with evidence of proper approval and documentation of receipting goods or services.
  - b. Expenditures were supported by proper bid documentation, as applicable.
  - c. Expenditures were expended in accordance with voter-approved bond project list.
  - d. Bond proceeds were not used for salaries of administrators or other operating expenses of the District.
  
5. We determined that the District has met the compliance requirement of Measure C if the following conditions were met:
  - a. Supporting documents for expenditures were aligned with the voter-approved bond project list.
  - b. Expenditures were not used for salaries of administrators or other operating expenses of the Districts.

### **Conclusion**

The results of our tests indicated that, in all significant respects, the District has properly accounted for the expenditures held in the General Obligation Bond Construction Fund (Measure C) and that such expenditures were made for authorized Bond projects. Further, it was noted that funds held in the General Obligation Bond Construction Fund (Measure C) and expended by the District were used for salaries only to the extent they perform administrative oversight work on construction projects as allowable per Opinion 04-110 issued on November 9, 2004 by the State of California Attorney General.

Riverside Community College District  
General Obligation Bond Construction Fund (Measure C)  
Schedule of Findings and Questioned Costs  
June 30, 2022

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None reported.

Riverside Community College District  
General Obligation Bond Construction Fund (Measure C)  
Summary Schedule of Prior Audit Findings  
June 30, 2022

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There were no audit findings reported in the prior year's Schedule of Findings and Questioned Costs.





Unaudited Other Information

General Obligation Bond Construction Fund (Measure C)

June 30, 2022

**Riverside Community College District**

Riverside Community College District  
 General Obligation Bond Construction Fund (Measure C)  
 Schedule of Bond Project Summary (Unaudited)  
 June 30, 2022

The District has identified the following projects to be funded with proceeds from the general obligation bonds. The District incurred total expenditures of \$424,489,581 through June 30, 2022 for these projects. Capital outlay and other financing uses were as follows:

	Budget	Total Project Costs through June 30, 2021	Actual Costs for FY 21-22	Total Project Costs through June 30, 2022
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	5,939,816	-	5,939,816
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	6,751,228	115,804	6,867,032
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

Riverside Community College District  
 General Obligation Bond Construction Fund (Measure C)  
 Schedule of Bond Project Summary (Unaudited)  
 June 30, 2022

	Budget	Total Project Costs through June 30, 2021	Actual Costs for FY 21-22	Total Project Costs through June 30, 2022
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	2,931,707	-	2,931,707
Life Science / Physical Science Reconstruction - Riverside	6,308,563	280,987	534,230	815,217
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	236,963	15,550	252,513
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	9,877,088	-	9,877,088

Riverside Community College District  
 General Obligation Bond Construction Fund (Measure C)  
 Schedule of Bond Project Summary (Unaudited)  
 June 30, 2022

	Budget	Total Project Costs through June 30, 2021	Actual Costs for FY 21-22	Total Project Costs through June 30, 2022
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
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	896,967	7,752,760	8,649,727
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	5,999,897	5,999,897	-	5,999,897
Culinary Arts / District Office Building - District	33,327,857	33,327,857	-	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
Program Contingency	450,937	-	-	-
District Design Standards	345,032	345,031	-	345,031
Library Learning Center - Moreno Valley	143,000	142,914	-	142,914
Student Services Building - Riverside	22,291,234	22,291,234	-	22,291,234
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

Riverside Community College District  
 General Obligation Bond Construction Fund (Measure C)  
 Schedule of Bond Project Summary (Unaudited)  
 June 30, 2022

	Budget	Total Project Costs through June 30, 2021	Actual Costs for FY 21-22	Total Project Costs through June 30, 2022
Master Plan Updates - District Wide	\$ 2,008,337	\$ 2,008,338	\$ -	\$ 2,008,338
Swing Space - Market Street Properties	737,303	737,303	-	737,303
Groundwater Monitoring Wells - Norco	211,149	211,149	-	211,149
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	500,000	-	500,000
Student Services Project - Moreno Valley	19,200,000	11,854,044	2,087,963	13,942,007
Elevator Modernization & Fire Alarm System Upgrade- Moreno Valley	1,000,000	645,954	333,139	979,093
Corrections Platform Training Facility Moreno Valley	677,594	677,594	-	677,594
Soccer Field Turf Replacement - Norco	250,324	250,324	-	250,324
Coil School for the Arts - Riverside	24,280,001	25,736,077	-	25,736,077
Coil School for the Arts - Parking Structure	1,456,076	-	-	-
<b>Total capital outlay</b>	<b>\$ 367,580,496</b>	<b>\$ 338,292,094</b>	<b>\$ 10,839,446</b>	<b>\$ 349,131,540</b>

Riverside Community College District  
 General Obligation Bond Construction Fund (Measure C)  
 Schedule of Bond Project Summary (Unaudited)  
 June 30, 2022

	Budget	Total Project Costs through June 30, 2021	Actual Costs for FY 21-22	Total Project Costs through June 30, 2022
Series A Refunding Escrow	\$ 57,686,474	\$ 57,686,474	\$ -	\$ 57,686,474
COPS Payoffs	11,582,875	11,582,875	-	11,582,875
Costs of issuance	2,839,859	3,154,842	-	3,154,842
Debt service	2,835,612	2,835,612	-	2,835,612
Election costs	98,238	98,238	-	98,238
	<u>\$ 75,043,058</u>	<u>\$ 75,358,041</u>	<u>\$ -</u>	<u>\$ 75,358,041</u>
Total other financing uses				
	<u>\$ 442,623,554</u>	<u>\$ 413,650,135</u>	<u>\$ 10,839,446</u>	<u>\$ 424,489,581</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 December 31, 2022**

**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**

**\$ 15,265,104**

**Proceeds/Income**

Issuance Proceeds

Series 2004 A through Series 2019 F	\$ 350,000,000
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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 2022-2023	14,157,173
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Fair Market Value of Investments

FY 2020-2021 through FY 2021-2022	(360,200)
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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	\$ 385,789,070
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**Project Commitments / Proposed Projects**

Completed Projects	\$ 330,228,953
In-Progress Projects	53,722,253
Program Reserve / Contingency	<u>413,953</u>
Total Project Commitments	<u>384,365,159</u>

FY 2022-2023 Contingency Account	<u>\$ 1,423,910</u>
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Riverside Community College District  
Measure C - Project Commitments Summary Combined  
as of December 31, 2022

Project	Project Funding Source							
	Board Approved Initial Measure C Project Budget	Subsequent Approved Budget Adjustments	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 12/31/22
<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	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	1,002,052	-	1,002,052	-	1,002,052	\$ 1,002,052
MLK Renovation - Riverside	1,252,000	(241,386) 2	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 1	4,273,734	-	4,273,734	-	4,273,734	\$ 4,273,734
Wheelock PE Complex/Athletic Field - Riverside	4,760,000	(243,565) 2	4,516,435	-	4,516,435	-	4,516,435	\$ 4,516,435
Phase I - Parking Structure - Riverside	9,000	20,931,662 1	20,940,662	-	20,940,662	-	20,940,662	\$ 20,940,662
ECS Secondary Effects - Moreno Valley	19,000	267,227 2	286,227	-	286,227	-	286,227	\$ 286,227
RCCD System Office Purchase	2,534,429	95,552 1	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) 2	428,119	-	428,119	-	428,119	\$ 428,119
Long Range Master Plan - District Wide	1,460,384	(21,307) 2	1,439,077	-	1,439,077	-	1,439,077	\$ 1,439,077
Hot Water Loop System & Boiler Repl. - Moreno Valley	50,000	819,848 1	869,848	-	869,848	-	869,848	\$ 869,848
Logic Domain - Capital Project Management System	96,000	168,375 1	264,375	-	264,375	-	264,375	\$ 252,512
Infrastructure Projects - District Wide	153,700	330,714 1	484,414	-	484,414	-	484,414	\$ 484,414
Utility Retrofit Project - District Wide	3,274,248	2,906,940 2	6,181,188	-	6,181,188	-	6,181,188	\$ 6,181,188
Stokoe Innovative Learning Center - Riverside	17,500	7,382,005 1	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) 2	366,353	-	366,353	-	366,353	\$ 366,353
Food Services Remodel - Riverside	583,070	404,635 1	987,705	-	987,705	-	987,705	\$ 987,705
Food Services Remodel - Moreno Valley	1,956,615	692,991 1	2,649,606	-	2,649,606	28,000	2,677,606	\$ 2,649,606
Quad Modernization - Riverside	5,162,368	4,009,439 1	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) 2	389,561	-	389,561	-	389,561	\$ 389,561
Modular Redistribution Projects (All campuses and BCTC)	2,161,812	6,264,050 1	8,425,862	-	8,425,862	-	8,425,862	\$ 8,425,862
Industrial Technology Facility Project - Norco	10,147,826	(432,476) 2	9,715,350	-	9,715,350	18,990,000 a	28,705,350	\$ 9,715,350



Riverside Community College District  
Measure C - Project Commitments Summary Combined  
as of December 31, 2022

Project	Project Funding Source							Actual Measure C Expenditures thru 12/31/22
	Board Approved Initial Measure C Project Budget	Subsequent Approved Budget Adjustments	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	
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 2	3,879,314	-	3,879,314	-	3,879,314	\$ 3,879,314
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	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

Riverside Community College District  
Measure C - Project Commitments Summary Combined  
as of December 31, 2022

Project	Project Funding Source							
	Board Approved Initial Measure C Project Budget	Subsequent Approved Budget Adjustments	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 12/31/22
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
ADA Transition Plan - District Wide	481,780	5,564,382	6,046,162	-	6,046,162	42,869	6,089,031	\$ 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	(9,566,766) 3	22,291,234	-	22,291,234	-	22,291,234	\$ 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
Culinary Arts / District Office Building - District	23,043,996	10,283,861 3 1	33,327,857	-	33,327,857	1,624,757 r h	34,952,614	\$ 33,327,857
Master Plan Updates - District Wide	2,032,800	(24,463)	2,008,337	-	2,008,337	-	2,008,337	\$ 2,008,338
Soccer Field Turf Replacement - Norco	250,324	-	250,324	-	250,324	257,324	507,648	\$ 250,324
Greenhouse Building - Riverside	500,000	-	500,000	-	500,000	103,500	603,500	\$ 500,000
Elevators Mod/Fire Alarm System Repair/Upgrade MV	651,789	327,304	979,093	-	979,093	257,682	1,236,775	\$ 979,093
Ben Clark Training Center Corrections Platform - MV	680,000	(2,406)	677,594	-	677,594	2,635,456	3,313,050	\$ 677,594
IT Upgrade (including audit) - District Wide	6,000,000	(103) 3	5,999,897	-	5,999,897	-	5,999,897	\$ 5,999,897
Alumni Carriage House Restoration Project	130,000	(7,730)	122,270	-	122,270	-	122,270	\$ 122,270
Total Completed Projects	\$ 218,527,782	\$ 111,701,171	\$ 330,228,953	\$ -	\$ 330,228,953	\$ 134,122,833	\$ 464,351,786	\$ 330,217,090
<b>In-Progress or Initial Phase</b>								
Life Science / Physical Science Reconstruction - Riverside	\$ 32,500	\$ 6,276,063	\$ 6,308,563	\$ -	\$ 6,308,563	\$ 32,036,437 p	\$ 38,345,000	\$ 845,157
Feasibility / Planning / Management / Staffing	7,775,535	-	7,775,535	850,601	8,626,136	-	8,626,136	\$ 6,927,610
Center for Human Performance - Norco	83,000	3,500	86,500	-	86,500	2,702,000 p	2,788,500	\$ 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	\$ 11,725,565
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
Scheduled Maintenance - New - District Wide	840,000	2,020,000	2,860,000	-	2,860,000	313,550	3,173,550	\$ 2,652,532
Library Learning Center - Moreno Valley	127,000	16,000	143,000	-	143,000	-	143,000	\$ 142,914
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

Riverside Community College District  
 Measure C - Project Commitments Summary Combined  
 as of December 31, 2022

Project	Project Funding Source							
	Board Approved Initial Measure C Project Budget	Subsequent Approved Budget Adjustments	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 12/31/22
Student Services Welcome Center Project - Moreno Valley	11,000,000	8,200,000	19,200,000	-	19,200,000	1,200,000	20,400,000	\$ 13,977,416
Football Field and Running Track Renovation - Riverside	620,675	-	620,675	-	620,675	7,079,325	7,700,000	\$ -
Total In-Progress or Initial Phase Projects	\$ 20,831,481	\$ 32,890,772	\$ 53,722,253	\$ 850,601	\$ 54,572,854	\$ 43,331,312	\$ 97,904,166	\$ 39,975,975
<b>Program Reserve/Contingency</b>								
Program Contingency - District Wide	10,000,000	(9,586,047) <sup>3</sup>	413,953	-	-	-	-	-
Program Reserve - District Wide	24,000,000	(24,000,000) <sup>3</sup>	-	-	-	-	-	-
Total Program Reserve/Contingency	\$ 34,000,000	\$ (33,586,047)	\$ 413,953	\$ -	\$ -	\$ -	\$ -	\$ -
Total Projects	\$ 273,359,263	\$ 111,005,896	\$ 384,365,159	\$ 850,601	\$ 384,801,807	\$ 177,454,145	\$ 562,255,952	\$ 370,193,065
<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  
as of December 31, 2022**

Project	Project Funding Source						Actual Measure C Expenditures thru 12/31/22
	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>District Allocation</b>			<b>\$ 21,827,637</b>				
<b>Completed</b>							
Certificates of Participation (1993 & 2001) - Refunding	\$ 737,033	\$ -	\$ 737,033	\$ -	\$ 737,033	\$ 737,033	\$ 737,033
GO Bond Issuance Related Expenditures	316,693	-	316,693	-	316,693	316,693	\$ 316,693
Phone and Voicemail Upgrades - District Wide	20,589	-	20,589	-	20,589	20,589	\$ 20,589
Computer/Network/System Upgrades - District Wide	59,121	-	59,121	-	59,121	59,121	\$ 59,122
RCCD System Office Purchase	2,629,981	-	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	\$ 10,000
Logic Domain - Capital Project Management System	15,598	-	15,598	-	15,598	15,598	\$ 14,898
Infrastructure Projects - District Wide	28,580	-	28,580	-	28,580	28,580	\$ 28,580
DSA Project Closures - District Wide	7,290	-	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	\$ 737,303
Electronic Contract Document Storage - District Wide	-	-	-	-	-	-	\$ -
Culinary Arts/District Office Building - District - 50%	16,472,929	-	16,472,929	812,378	17,285,307	17,285,307	\$ 16,663,929
Alumni Carriage House Restoration Project	122,270	-	122,270	-	122,270	122,270	\$ 122,270
Total District Completed Projects	<b>\$ 21,157,387</b>	<b>\$ -</b>	<b>\$ 21,157,387</b>	<b>\$ 812,378</b>	<b>\$ 21,969,765</b>	<b>\$ 21,969,765</b>	<b>\$ 21,347,688</b>
<b>In-Progress or Initial Phase</b>							
Feasibility/Planning/Management/Staffing	\$ 458,757	\$ 50,185	\$ 508,942	\$ -	\$ 508,942	\$ 508,942	<b>\$ 408,729</b>
Scheduled Maintenance New Allocation - District Wide	7,443	-	7,443	-	7,443	7,443	\$ 7,443
Total District In-Progress or Initial Phase Projects	<b>\$ 466,200</b>	<b>\$ 50,185</b>	<b>\$ 516,385</b>	<b>\$ -</b>	<b>\$ 516,385</b>	<b>\$ 516,385</b>	<b>\$ 416,172</b>
Total All District Projects	<b>\$ 21,623,587</b>	<b>\$ 50,185</b>	<b>\$ 21,673,772</b>	<b>\$ 812,378</b>	<b>\$ 22,486,150</b>	<b>\$ 22,486,150</b>	<b>\$ 21,763,860</b>
<b>Total Remaining District Allocation</b>			<b>\$ 153,865</b>				
<b>Five Year Capital Construction Plan</b>							
Total District 5 Yr Capital Construction Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Riverside Community College District  
Measure C - Project Commitments Summary  
as of December 31, 2022**

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 12/31/22
<b><u>Riverside Allocation</u></b>			<b>\$ 193,069,318</b>			
<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	139,326	-	139,326	-	139,326	\$ 133,075
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
Aquatics Center - Riverside	10,874,233	-	10,874,233 d	-	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

**Riverside Community College District  
Measure C - Project Commitments Summary  
as of December 31, 2022**

Project	Project Funding Source						Actual Measure C Expenditures thru 12/31/22
	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		
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	22,291,234	-	22,291,234	-	22,291,234		\$ 22,291,234
Electronic Contract Document Storage - District Wide	-	-	-	-	-		\$ -
Culinary Arts/District Office Building - Riverside - 50%	16,854,928	-	16,854,928	812,379 <sup>r</sup>	17,667,307		\$ 16,663,929
Master Plan Updates - District Wide	954,923	-	954,923	-	954,923		\$ 954,923
Greenhouse Building - Riverside	500,000	-	500,000	103,500	603,500		\$ 500,000
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	\$ 179,981,767	\$ -	\$ 179,981,767	\$ 95,847,817	\$ 275,829,584		\$ 179,784,516
<b><u>In-Progress or Initial Phase</u></b>							
Feasibility/Planning/Management/Staffing	\$ 4,097,707	\$ 448,267	\$ 4,545,974	\$ -	\$ 4,545,974		\$ 3,650,850
Life Science/Physical Science Reconstruction - Riverside	6,308,563	-	6,308,563	32,036,437 <sup>p</sup>	38,345,000		\$ 845,157
Cosmetology Building - Riverside	142,500	-	142,500	-	142,500		\$ 142,500
Football Field and Running Track Renovation Project - Riverside	620,675	-	620,675	7,079,325	7,700,000		\$ -
Scheduled Maintenance New Allocation - District Wide	1,593,997	-	1,593,997	168,690	1,762,687		\$ 1,457,986
Total Riverside In-Progress or Initial Phase Projects	\$ 12,763,442	\$ 448,267	\$ 13,211,709	\$ 39,284,452	\$ 52,496,161		\$ 6,096,493
Total All Riverside Projects	\$ 192,745,209	\$ 448,267	\$ 193,193,476	\$ 135,132,269	\$ 328,325,745		\$ 185,881,009
<b>Total Remaining Riverside Allocation</b>				<b>\$ (124,158)</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  
as of December 31, 2022**

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 12/31/22
<b><u>Norco Allocation</u></b>			\$ 72,612,971			
<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	53,668	-	53,668	-	53,668	\$ 51,260
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	-	-	-	-	-	\$ -
Master Plan Updates - District Wide	175,914	-	175,914	-	175,914	\$ 175,914
Soccer Field Turf Replacement - Norco	250,324	-	250,324	257,324	507,648	\$ 250,324
Central Plant Boiler Replacement - Norco	161,847	-	161,847	-	161,847	\$ 161,847
Total Norco Completed Projects	\$ 66,932,752	\$ -	\$ 66,932,752	\$ 19,626,962	\$ 86,559,714	\$ 66,930,346

**In-Progress or Initial Phase**

**Riverside Community College District  
Measure C - Project Commitments Summary  
as of December 31, 2022**

<u>Project</u>	<u>Project Funding Source</u>						<u>Actual Measure C Expenditures thru 12/31/22</u>
	<u>Current Board Approved Measure C Project Budget</u>	<u>Estimated Additional Measure C Budget Requirements</u>	<u>Total Estimated Measure C Project Budget</u>	<u>Actual and Projected State/Other Funding</u>	<u>Total Estimated Project Budget</u>		
Feasibility/Planning/Management/Staffing	\$ 1,578,433	\$ 172,672	\$ 1,751,105	\$ -	\$ 1,751,105	\$ 1,406,305	
Center for Human Performance - Norco	86,500	-	86,500	2,702,000 p	2,788,500	\$ 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	-	3,110,000 t	\$ 3,084,801	
Multimedia and Arts Center (MAC) - Norco	114,000	-	114,000	-	114,000	\$ 114,000	
Total Norco In-Progress or Initial Phase Projects	<u>\$ 5,506,773</u>	<u>\$ 172,672</u>	<u>\$ 5,679,445</u>	<u>\$ 2,774,430</u>	<u>\$ 8,453,875</u>	<u>\$ 5,275,248</u>	
Total All Norco Projects	<u><u>\$ 72,439,525</u></u>	<u><u>\$ 172,672</u></u>	<u><u>\$ 72,612,197</u></u>	<u><u>\$ 22,401,392</u></u>	<u><u>\$ 95,013,589</u></u>	<u><u>\$ 72,205,594</u></u>	
<b>Total Remaining Norco Allocation</b>			<u><u>\$ 774</u></u>				
 <b><u>Five Year Capital Construction Plan</u></b>							
	\$ -	\$ -	\$ -	\$ -	\$ -	-	
Total Norco 5 Yr Capital Construction Plan	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>-</u></u>	



**Riverside Community College District  
Measure C - Project Commitments Summary  
as of December 31, 2022**

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 12/31/22
<b>Moreno Valley Allocation</b>			<b>\$ 78,752,817</b>			
<b>Completed</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	55,783	-	55,783	-	55,783	\$ 53,280
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
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	-	-	-	-	-	\$ -
Master Plan Updates - District Wide	877,500	-	877,500	-	877,500	\$ 877,500

**Riverside Community College District  
Measure C - Project Commitments Summary  
as of December 31, 2022**

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 12/31/22
Elevators Modernization/Fire Alarm System Repair/Upgrade - MV	979,093	-	979,093	257,682	1,236,775	\$ 979,093
Ben Clark Center Corrections Platform - MV	677,594	-	677,594	2,635,456	3,313,050	\$ 677,594
March Dental Education Center - Moreno Valley	9,877,088	-	9,877,088	-	9,877,088	\$ 9,877,088
Total Moreno Valley Completed Projects	<b>\$ 43,533,907</b>	<b>\$ -</b>	<b>\$ 43,533,907</b>	<b>\$ 17,792,807</b>	<b>\$ 61,326,714</b>	<b>\$ 43,531,403</b>
<b><u>In-Progress or Initial Phase</u></b>						
Feasibility/Planning/Management/Staffing	\$ 1,640,638	\$ 179,477	\$ 1,820,115	\$ -	\$ 1,820,115	\$ 1,461,726
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	\$ 11,725,565
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	19,200,000	-	19,200,000	1,200,000	20,400,000	\$ 13,977,416
Total Moreno Valley In-Progress or Initial Phase Projects	<b>\$ 34,985,838</b>	<b>\$ 179,477</b>	<b>\$ 35,165,315</b>	<b>\$ 1,272,430</b>	<b>\$ 36,437,745</b>	<b>\$ 28,188,063</b>
Total All Moreno Valley Projects	<b>\$ 78,519,745</b>	<b>\$ 179,477</b>	<b>\$ 78,699,222</b>	<b>\$ 19,065,237</b>	<b>\$ 97,764,459</b>	<b>\$ 71,719,466</b>
<b>Total Remaining Moreno Valley Allocation</b>			<b>\$ 53,595</b>			
<b><u>Five Year Capital Construction Plan</u></b>						
Total Moreno Valley 5 Yr Capital Construction Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Riverside Community College District  
Measure C - Project Commitments Summary  
as of December 31, 2022**

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 12/31/22
<b>Centrally Controlled Allocation</b>			<b>\$ 19,685,636</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
IT Upgrade (including audit) - District Wide	5,999,897	-	5,999,897	-	5,999,897	\$ 5,999,897
ADA Transition Plan - District Wide	6,046,162	-	6,046,162	42,869	6,089,031	\$ 6,046,162
Total Centrally Controlled Completed Projects	\$ 18,623,140	\$ -	\$ 18,623,140	\$ 42,869	\$ 18,666,009	\$ 18,623,139
<b>In-Progress or Initial Phase</b>						
Program Contingency - District Wide	\$ 413,953	\$ -	\$ -	\$ -	\$ -	\$ -
Program Reserve - District Wide	-	-	-	-	-	\$ -
Total Centrally Controlled In-Progress or Initial Phase Projects	\$ 413,953	\$ -	\$ -	\$ -	\$ -	\$ -
Total All Centrally Controlled Projects	\$ 19,037,093	\$ -	\$ 18,623,140	\$ 42,869	\$ 18,666,009	\$ 18,623,139
<b>Total Remaining Centrally Controlled Allocation</b>			<b>\$ 1,062,496</b>			
Total Completed Projects All Sites	\$ 330,228,953	\$ -	\$ 330,228,953	\$ 134,122,833	\$ 464,351,786	\$ 330,217,092
Total In-Progress or Initial Phase Projects All Sites	\$ 54,136,206	\$ 850,601	\$ 54,572,854	\$ 43,331,312	\$ 97,904,166	\$ 39,975,976
Total Projects All Sites	\$ 384,365,159	\$ 850,601	\$ 384,801,807	\$ 177,454,145	\$ 562,255,952	\$ 370,193,068
<b>Total Remaining Allocations</b>			<b>\$ 1,146,572</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

\*\*12/31/22\*\*  
By Site totals off due to rounding:  
Completed \$ 2  
In-Progress \$ 1  
Total \$ 3

**Riverside Community College District**  
**Measure C - Capital Program Executive Summary Report (Quarterly)**  
**October 1, 2022 - December 31, 2022**

	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, 2022	\$ 627,938	\$ 1,229,292	\$ 2,374,136	\$ 163,387	\$ -	\$ 275,340	\$ 178,286	\$ 4,848,378
Additional Allocation from District/Centrally Controlled	\$ 10,011,813	\$ 6,059,562	\$ 14,301,953	\$ 2,790,290	\$ (28,317)	\$ (23,633,236)	\$ (9,502,065)	\$ -
<b>Total Measure C Allocation</b>	<b>\$ 78,752,817</b>	<b>\$ 72,612,971</b>	<b>\$ 193,069,318</b>	<b>\$ 21,827,637</b>	<b>\$ 19,271,683</b>	<b>\$ -</b>	<b>\$ 413,953</b>	<b>\$ 385,948,378</b>
Project Commitments	\$ (78,699,222)	\$ (72,612,197)	\$ (193,193,476)	\$ (21,673,772)	\$ (18,623,140)	\$ -	\$ -	\$ (384,801,807)
<b>Remaining Uncommitted Funds</b>	<b>\$ 53,595</b>	<b>\$ 774</b>	<b>\$ (124,158)</b>	<b>\$ 153,865</b>	<b>\$ 648,543</b>	<b>\$ -</b>	<b>\$ 413,953</b>	<b>\$ 1,146,572</b>

**Riverside Community College District**  
**Measure C - Capital Program Executive Summary Report (Quarterly)**  
**October 1, 2022 - December 31, 2022**

<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, 2022				\$ 627,938	\$ 68,741,004
<b>APPROVED PROJECTS</b>					
Certificates of Participation (93 & 01 Refunding)	\$ 2,635,830	\$ 2,635,830	\$ -	\$ -	\$ 66,105,174
CO Bond Issuance Related Expenditures	\$ 1,132,580	\$ 1,132,580	\$ -	\$ -	\$ 64,972,594
District Phone & VM upgrade	\$ 73,639	\$ 73,639	\$ -	\$ -	\$ 64,898,955
ECS Secondary Effects	\$ 286,227	\$ 286,227	\$ -	\$ -	\$ 64,612,728
Emergency Phone Project	\$ 88,318	\$ 88,318	\$ -	\$ -	\$ 64,524,410
Long Range Master Plans	\$ 289,985	\$ 289,985	\$ -	\$ -	\$ 64,234,425
Hot Water Loop System & Boiler Replacement	\$ 869,848	\$ 869,848	\$ -	\$ -	\$ 63,364,577
Logic Domain- CMP System	\$ 55,783	\$ 55,783	\$ -	\$ -	\$ 63,308,794
Infrastructure Projects (IT Upgrade)	\$ 102,211	\$ 102,211	\$ -	\$ -	\$ 63,206,583
Utility Retrofit Project (NORESKO)	\$ 1,388,503	\$ 1,388,503	\$ -	\$ -	\$ 61,818,080
Modular Redistribution Projects	\$ 3,939,832	\$ 3,939,832	\$ -	\$ -	\$ 57,878,248
Scheduled Maintenance Match (Historical)	\$ 986,991	\$ 351,322	\$ 635,669	\$ -	\$ 57,526,926
ECS Bldg. Upgrade	\$ 252,296	\$ 252,296	\$ -	\$ -	\$ 57,274,630
District Computer/Network System Upgrade	\$ 211,433	\$ 211,433	\$ -	\$ -	\$ 57,063,197
Safety & Site Improvement Project	\$ 919,827	\$ 719,827	\$ 200,000	\$ -	\$ 56,343,370
Food Services Remodel (& Int facilities)	\$ 2,677,606	\$ 2,649,606	\$ 28,000	\$ -	\$ 53,693,764
Network Operations Center	\$ 2,931,707	\$ 2,931,707	\$ -	\$ -	\$ 50,762,057
Learning Gateway Building & Lions Lot	\$ 4,984,261	\$ 4,984,261	\$ -	\$ -	\$ 45,777,796
Student Academic Services-Phase III	\$ 19,975,817	\$ 5,939,817	\$ 14,036,000	\$ -	\$ 39,837,979
Science Lab Remodel (Phase I&II)	\$ 302,804	\$ 302,804	\$ -	\$ -	\$ 39,535,175
Feasibility/Planning/Mngmnt/Staffing	\$ 1,820,115	\$ 1,820,115	\$ -	\$ -	\$ 37,715,060
Scheduled Maintenance (2010+) (\$640Kx5 years)	\$ 675,890	\$ 603,460	\$ 72,430	\$ -	\$ 37,111,600
Nursing Portables	\$ 705,338	\$ 705,338	\$ -	\$ 705,338	\$ 37,111,600
A/V & Lighting Hum 129 & SS 101	\$ 134,457	\$ 134,457	\$ -	\$ -	\$ 36,977,143
MVC Master Plan Update	\$ 877,500	\$ 877,500	\$ -	\$ 186,000	\$ 36,285,643
Electronic Contract Document Storage	\$ -	\$ -	\$ -	\$ -	\$ 36,285,643
Dental Education Center	\$ 9,877,088	\$ 9,877,088	\$ -	\$ 373,349	\$ 26,781,904
Adm Move to Humanities	\$ 25,990	\$ 25,990	\$ -	\$ -	\$ 26,755,914
Mechanical Upgrade Projects	\$ 660,245	\$ 660,245	\$ -	\$ -	\$ 26,095,669
2013 FPP/IPP	\$ -	\$ -	\$ -	\$ -	\$ 26,095,669
Emergency Phone Repairs	\$ 341,582	\$ 341,582	\$ -	\$ 341,582	\$ 26,095,669
Physician Asst Lab Remodel	\$ 49,191	\$ 49,191	\$ -	\$ 49,191	\$ 26,095,669
MVC Student Services Welcome Center	\$ 20,400,000	\$ 19,200,000	\$ 1,200,000	\$ 5,000,000	\$ 11,895,669
Health Science Center - MVC	\$ 164,971	\$ 164,971	\$ -	\$ -	\$ 11,730,698
Ben Clark Training Center, Phase 1	\$ 13,084,500	\$ 13,084,500	\$ -	\$ 2,000,000	\$ 646,198
Center for Human Performance	\$ 112,009	\$ 112,009	\$ -	\$ -	\$ 534,189
Library Learning Center	\$ 143,000	\$ 143,000	\$ -	\$ -	\$ 391,189
Elevator Modernization and Fire Alarm System Upgrade	\$ 1,252,948	\$ 979,093	\$ 273,855	\$ 979,093	\$ 391,189
Scheduled Maintenance - FY 19/20 Allocation	\$ 37,260	\$ 37,260	\$ -	\$ 37,260	\$ 391,189
Ben Clark Corrections Platform Training Facility	\$ 3,313,050	\$ 677,594	\$ 2,635,456	\$ 340,000	\$ 53,595
<b>Remaining Measure C Funds</b>					<b>\$ 53,595</b>
	<b>\$ 97,780,632</b>	<b>\$ 78,699,222</b>	<b>\$ 19,081,410</b>	<b>\$ 9,552,817</b>	

**Measure C Summary**

Original Measure C Allocation	\$ 69,200,000
Additional Measure C Allocation	<b>\$ 9,552,817</b>
<b>Total Measure C Allocation</b>	<b>\$ 78,752,817</b>

**Riverside Community College District**  
**Measure C - Capital Program Executive Summary Report (Quarterly)**  
**October 1, 2022 - December 31, 2022**

<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, 2022				\$ 1,229,292	\$ 67,053,409
From Centrally Controlled - Program Reserve/Contingency (to clear deficit)				\$ 2,589,291	\$ 69,642,700
<b>APPROVED PROJECTS</b>					
Certificates of Participation (93 & 01 Refunding)	\$ 2,535,893	\$ 2,535,893	\$ -	\$ -	\$ 67,106,807
CO Bond Issuance Related Expenditures	\$ 1,089,638	\$ 1,089,638	\$ -	\$ -	\$ 66,017,169
District Phone & Voicemail Upgrades	\$ 70,847	\$ 70,847	\$ -	\$ -	\$ 65,946,322
Room Renovations	\$ 100,019	\$ 100,019	\$ -	\$ -	\$ 65,846,303
Emergency Phone Project	\$ 102,773	\$ 102,773	\$ -	\$ -	\$ 65,743,530
Long Range Master Plans	\$ 362,670	\$ 362,670	\$ -	\$ -	\$ 65,380,860
Logic Domain- CPM System	\$ 53,668	\$ 53,668	\$ -	\$ -	\$ 65,327,192
Infrastructure Project (IT Upgrade)	\$ 98,336	\$ 98,336	\$ -	\$ -	\$ 65,228,856
Utility Retrofit Project (NORESCO)	\$ 1,587,401	\$ 1,587,401	\$ -	\$ -	\$ 63,641,455
Modular Redistribution Project	\$ 2,109,572	\$ 2,109,572	\$ -	\$ -	\$ 61,531,883
Scheduled Maintenance Match (Historic)	\$ 543,792	\$ 180,850	\$ 362,942	\$ -	\$ 61,351,033
ECS Building Upgrade	\$ 137,265	\$ 137,265	\$ -	\$ -	\$ 61,213,768
Industrial Technology Facility-PhaseII	\$ 28,705,350	\$ 9,715,350	\$ 18,990,000	\$ -	\$ 51,498,418
District Computer Network/Systems Upgrade	\$ 203,417	\$ 203,417	\$ -	\$ -	\$ 51,295,001
Soccer Field Turf/Locker Rooms	\$ 3,879,314	\$ 3,879,314	\$ -	\$ -	\$ 47,415,687
Site & Safety Improvements-3rd St	\$ 967,442	\$ 967,442	\$ -	\$ -	\$ 46,448,245
Center for Student Success	\$ 15,633,873	\$ 15,633,873	\$ -	\$ -	\$ 30,814,372
Norco Operations Center (PBX/M&O)	\$ 11,277,010	\$ 11,277,010	\$ -	\$ -	\$ 19,537,362
Secondary Effects project (SSC & ITB)	\$ 16,028,180	\$ 16,028,180	\$ -	\$ 35,288	\$ 3,544,470
Groundwater Mont Wells Disposition	\$ 227,845	\$ 211,149	\$ 16,696	\$ 211,149	\$ 3,544,470
Scheduled Maintenance (2010+) \$640Kx5 yrs)	\$ 653,010	\$ 580,580	\$ 72,430	\$ -	\$ 2,963,890
Master Plan Update	\$ 175,914	\$ 175,914	\$ -	\$ -	\$ 2,787,976
Electronic Contract Document Storage	\$ -	\$ -	\$ -	\$ -	\$ 2,787,976
Central Plant Boiler Replacement	\$ 161,847	\$ 161,847	\$ -	\$ -	\$ 2,626,129
2013 IPP/FPP	\$ -	\$ -	\$ -	\$ -	\$ 2,626,129
Self Generating Inc. Program (Fuel Cell)	\$ 3,110,000	\$ 3,110,000	\$ -	\$ 2,436,250	\$ 1,952,379
Center for Human Perf & Kinesiology	\$ 2,788,500	\$ 86,500	\$ 2,702,000	\$ -	\$ 1,865,879
Multimedia & Arts Center (MAC)	\$ 114,000	\$ 114,000	\$ -	\$ -	\$ 1,751,879
Scheduled Maintenance - FY 19/20 Allocation	\$ 37,260	\$ 37,260	\$ -	\$ 37,260	\$ 1,751,879
Soccer Field Turf Replacement	\$ 507,648	\$ 250,324	\$ 257,324	\$ 250,324	\$ 1,751,879
Feasibility/Planning/Mngmnt/Staffing	\$ 1,751,105	\$ 1,751,105	\$ -	\$ -	\$ 774
<b>Remaining Measure C Funds</b>					<b>\$ 774</b>
	<b>\$ 95,013,589</b>	<b>\$ 72,612,197</b>	<b>\$ 22,401,392</b>	<b>\$ 6,312,971</b>	

**Measure C Summary**

Original Measure C Allocation	\$ 66,300,000
Additional Measure C Allocation	<u>\$ 6,312,971</u>
<b>Total Measure C Allocation</b>	<b><u>\$ 72,612,971</u></b>

**Riverside Community College District**  
**Measure C - Capital Program Executive Summary Report (Quarterly)**  
**October 1, 2022 - December 31, 2022**

<b>RIVERSIDE CITY COLLEGE</b>						
Description	Original Project Budget	Total Project Budget	Measure C Budget	Non-Measure C Budget	Additional Measure C Budget	Measure C Allocation
<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, 2022</b>					\$ 2,374,136	\$ 178,767,365
<b>APPROVED PROJECTS</b>						
<i>Certificates of Participation (93 &amp; 01 Refunding)</i>	\$ 6,583,329	\$ 6,583,329	\$ 6,583,329	\$ -	\$ -	\$ 172,184,036
<i>CO Bond Issuance Related Expenditures</i>	\$ 2,828,765	\$ 2,828,765	\$ 2,828,765	\$ -	\$ -	\$ 169,355,271
Bridge Space	\$ 1,175,132	\$ 1,175,132	\$ 1,175,132	\$ -	\$ -	\$ 168,180,139
District Phone and Voicemail Upgrades	\$ 183,925	\$ 183,925	\$ 183,925	\$ -	\$ -	\$ 167,996,214
MLK Renovation	\$ 8,010,091	\$ 8,010,091	\$ 1,010,614	\$ 6,999,477	\$ -	\$ 166,985,600
Swing Space (Lovekin)	\$ 4,273,734	\$ 4,273,734	\$ 4,273,734	\$ -	\$ -	\$ 162,711,866
Wheelock Field (Phase I)	\$ 4,516,435	\$ 4,516,435	\$ 4,516,435	\$ -	\$ -	\$ 158,195,431
Parking Structure (Phase II)	\$ 20,940,662	\$ 20,940,662	\$ 20,940,662	\$ -	\$ -	\$ 137,254,769
Emergency Phones	\$ 178,626	\$ 178,626	\$ 178,626	\$ -	\$ -	\$ 137,076,143
PBX Building	\$ 428,119	\$ 428,119	\$ 428,119	\$ -	\$ -	\$ 136,648,024
Long Range Plans	\$ 786,422	\$ 786,422	\$ 786,422	\$ -	\$ -	\$ 135,861,602
Logic Domain/PM system	\$ 139,326	\$ 139,326	\$ 139,326	\$ -	\$ -	\$ 135,722,276
Infrastructure (IT Upgrade)	\$ 255,287	\$ 255,287	\$ 255,287	\$ -	\$ -	\$ 135,466,989
Utility Retrofit (NORESCO)	\$ 3,205,284	\$ 3,205,284	\$ 3,205,284	\$ -	\$ -	\$ 132,261,705
Stokoe ILC (Phases I & II)	\$ 9,844,137	\$ 9,844,137	\$ 7,399,505	\$ 2,444,632	\$ -	\$ 124,862,200
Modular Redistribution	\$ 2,376,458	\$ 2,376,458	\$ 2,376,458	\$ -	\$ -	\$ 122,485,742
Scheduled Maintenance Match (Past)	\$ 2,387,444	\$ 2,387,444	\$ 870,873	\$ 1,516,571	\$ -	\$ 121,614,869
Quad Modernization	\$ 21,725,807	\$ 21,725,807	\$ 9,171,807	\$ 12,554,000	\$ -	\$ 112,443,062
Bradshaw Bldg Electrical (Emergency)	\$ 366,353	\$ 366,353	\$ 366,353	\$ -	\$ -	\$ 112,076,709
District Computer Network System Upgrades	\$ 528,081	\$ 528,081	\$ 528,081	\$ -	\$ -	\$ 111,548,628
Wheelock Gym, Seismic Retrofit	\$ 190,631	\$ 190,631	\$ 190,631	\$ -	\$ -	\$ 111,357,997
Food Services Remodel & Interim Facilities	\$ 1,015,705	\$ 987,705	\$ 987,705	\$ -	\$ -	\$ 110,370,292
Nursing, Science & Math Complex	\$ 63,712,000	\$ 61,786,603	\$ 16,347,203	\$ 45,439,400	\$ 467,028	\$ 94,490,117
Riverside Aquatics Complex	\$ 11,028,683	\$ 10,874,233	\$ 10,874,233	\$ -	\$ -	\$ 83,615,884
Wheelock Gym, Seismic Retrofit-Phase II	\$ 22,564,995	\$ 22,083,309	\$ 12,918,309	\$ 9,165,000	\$ 72,966	\$ 70,770,541
Coil School for the Arts	\$ 43,088,000	\$ 42,548,935	\$ 25,736,077	\$ 16,812,858	\$ 8,100,000	\$ 53,134,464
Culinary Arts Academy & District Offices	\$ 17,326,888	\$ 17,667,307	\$ 16,854,928	\$ 812,379	\$ 5,575,182	\$ 41,854,718
Quad Basement Remodel	\$ 467,000	\$ 352,941	\$ 352,941	\$ -	\$ -	\$ 41,501,777
Black Box Theatre Remodel (Plans only)	\$ 10,955	\$ 10,955	\$ 10,955	\$ -	\$ -	\$ 41,490,822
Remodel of Tech A (Plans only)	\$ 11,375	\$ 11,375	\$ 11,375	\$ -	\$ -	\$ 41,479,447
<i>Feasibility/Plng/Mngt/Staffing</i>	\$ 4,545,974	\$ 4,545,974	\$ 4,545,974	\$ -	\$ -	\$ 36,933,473
Interim Parking (Lot 33)	\$ 177,023	\$ 177,023	\$ 177,023	\$ -	\$ -	\$ 36,756,450
Scheduled Maintenance (2010+ \$640K/yr x 5 yr)	\$ 1,507,220	\$ 1,675,910	\$ 1,507,220	\$ 168,690	\$ -	\$ 35,249,230
Parking Structure Fall Deterrent	\$ 7,576	\$ 7,576	\$ 7,576	\$ -	\$ -	\$ 35,241,654
Master Plan Updates	\$ 977,000	\$ 954,923	\$ 954,923	\$ -	\$ -	\$ 34,286,731
Student Services Building-Phase I	\$ 24,375,000	\$ 20,741,234	\$ 20,741,234	\$ -	\$ -	\$ 13,545,497
Student Services Building-Phase II	\$ 1,550,000	\$ 1,550,000	\$ 1,550,000	\$ -	\$ -	\$ 11,995,497
Electronic Contract Document Storage	\$ 26,350	\$ -	\$ -	\$ -	\$ -	\$ 11,995,497
2013 IPP/FPP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,995,497
Food Srvc / Café Grab n Go	\$ 1,600,000	\$ 81,372	\$ 81,372	\$ -	\$ -	\$ 11,914,125
Lovekin Parking/Tennis-Portable Relocation	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ -	\$ -	\$ 9,914,125
Lovekin Parking/Tennis-Tennis Courts	\$ 2,250,000	\$ 2,250,000	\$ 2,250,000	\$ -	\$ -	\$ 7,664,125
Lovekin Parking/Tennis-Parking Structure	\$ 225,000	\$ 101,724	\$ 101,724	\$ -	\$ -	\$ 7,562,401
Athletic Office Remodel(Wheelock)	\$ 147,706	\$ 95,942	\$ 95,942	\$ -	\$ -	\$ 7,466,459
Cellular Repeater Booster System	\$ 25,000	\$ 18,879	\$ 18,879	\$ -	\$ -	\$ 7,447,580
Life Science / Physical Science Remodel	\$ 35,212,000	\$ 38,345,000	\$ 6,308,563	\$ 32,036,437	\$ -	\$ 1,139,017
Cosmetology Building	\$ 142,500	\$ 142,500	\$ 142,500	\$ -	\$ -	\$ 996,517
Greenhouse Project	\$ 672,000	\$ 603,500	\$ 500,000	\$ 103,500	\$ -	\$ 496,517
Scheduled Maintenance - FY 19/20 Allocation	\$ 86,777	\$ 86,777	\$ 86,777	\$ -	\$ 86,777	\$ 496,517
Football Field & Running Track Renovation	\$ 7,700,000	\$ 7,700,000	\$ 620,675	\$ 7,079,325	\$ -	\$ (124,158)

<b>RIVERSIDE CITY COLLEGE</b>						
Description	Original Project Budget	Total Project Budget	Measure C Budget	Non-Measure C Budget	Additional Measure C Budget	Measure C Allocation
Remaining Measure C Funds						\$ (124,158)
	\$ 333,376,775	\$ 328,325,745	\$ 193,193,476	\$ 135,132,269	\$ 19,969,318	

**Measure C Summary**

Original Measure C Allocation	\$ 173,100,000
Additional Measure C Allocation	\$ 19,969,318
<b>Total Measure C Allocation</b>	<b>\$ 193,069,318</b>



**Riverside Community College District**  
**Measure C - Capital Program Executive Summary Report (Quarterly)**  
**October 1, 2022 - December 31, 2022**

<b>RCCD DISTRICT PROJECTS</b>					
Description	Total Project Budget	Measure C Budget	Non-Measure C Budget	Additional Measure C Budget	Measure C Allocation
					\$ 19,200,000
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, 2022				\$ 163,387	\$ 19,037,347
Transfer to MVC for the Ben Clark Training Center Building, Phase I Project				\$ (2,000,000)	\$ 17,037,347
Transfer to MVC for the Elevator Modernization & Fire Alarm System Repair/Upgrade Project				\$ (630,882)	\$ 16,406,465
Transfer to MVC, NC, and RCC for Scheduled Maint.				\$ (161,297)	\$ 16,245,168
<b>APPROVED PROJECTS</b>					
Certificates of Participation (93 & 01 Refunding)	\$ 737,033	\$ 737,033	\$ -	\$ -	\$ 15,508,135
CO Bond Issuance Related Expenditures	\$ 316,693	\$ 316,693	\$ -	\$ -	\$ 15,191,442
District Phone and Voicemail Upgrades	\$ 20,589	\$ 20,589	\$ -	\$ -	\$ 15,170,853
RCCD Systems Office (Market St)	\$ 2,629,981	\$ 2,629,981	\$ -	\$ -	\$ 12,540,872
Emergency Phones	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ 12,530,872
Logic Domain/PM System	\$ 15,598	\$ 15,598	\$ -	\$ -	\$ 12,515,274
Infrastructure (IT Upgrade)	\$ 28,580	\$ 28,580	\$ -	\$ -	\$ 12,486,694
District Computer/Network Sys Upgr	\$ 59,121	\$ 59,121	\$ -	\$ -	\$ 12,427,573
Culinary Art Academy & Dist Offc	\$ 17,285,307	\$ 16,472,929	\$ 812,378	\$ 5,575,179	\$ 1,529,823
Swing Space - Market Street Properties	\$ 737,303	\$ 737,303	\$ -	\$ -	\$ 792,520
Feasibility/Plng/Mngt/Staffing	\$ 508,942	\$ 508,942	\$ -	\$ -	\$ 283,578
Scheduled Maint. New Allocation - District Wide	\$ 7,443	\$ 7,443	\$ -	\$ -	\$ 276,135
DSA Close-Out	\$ 7,290	\$ 7,290	\$ -	\$ 7,290	\$ 276,135
Alumni Carriage House Restroration	\$ 122,270	\$ 122,270	\$ -	\$ -	\$ 153,865
Electronic Contract Document Storage	\$ -	\$ -	\$ -	\$ -	\$ 153,865
2013 IPP/FPP	\$ -	\$ -	\$ -	\$ -	\$ 153,865
<b>Remaining Measure C Funds</b>					<b>\$ 153,865</b>
	<b>\$ 22,486,150</b>	<b>\$ 21,673,772</b>	<b>\$ 812,378</b>	<b>\$ 2,627,637</b>	

**Measure C Summary**

Original Measure C Allocation	\$ 19,200,000
Additional Measure C Allocation	<b>\$ 2,627,637</b>
<b>Total Measure C Allocation</b>	<b>\$ 21,827,637</b>

**Riverside Community College District**  
**Measure C - Capital Program Executive Summary Report (Quarterly)**  
**October 1, 2022 - December 31, 2022**

<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>					<b>\$ 19,300,000</b>
ADA Compliance -Phase I	\$ 6,089,031	\$ 6,046,162	\$ 42,869	\$ -	\$ 13,253,838
IT Audit Implementation	\$ 5,999,897	\$ 5,999,897	\$ -	\$ -	\$ 7,253,941
Utility Infrastructure	\$ 6,232,049	\$ 6,232,049	\$ -	\$ (373,349)	\$ 648,543
District Standards	\$ 345,032	\$ 345,032	\$ -	\$ 345,032	\$ 648,543
<b>Remaining Measure C</b>					<b>\$ 648,543</b>
	\$ 18,666,009	\$ 18,623,140	\$ 42,869	\$ (28,317)	
<b>Program Reserve \$24M</b>					<b>\$ 24,000,000</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		\$ -	\$ -	\$ (250,324)	\$ 1,198,641
Norco College Budget Deficit		\$ -	\$ -	\$ (1,198,641)	\$ -
<b>Program Reserve</b>					<b>\$ -</b>
<b>Program Contingency-\$10M</b>					<b>\$ 10,000,000</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, 2022		\$ -	\$ -	\$ 178,286	\$ 9,916,018
ADA Complaiance - Phase I		\$ -	\$ -	\$ -	\$ 9,916,018
CAA/DO		\$ -	\$ -	\$ (843,596)	\$ 9,072,422
March Dental Education - MVC		\$ -	\$ -	\$ -	\$ 9,072,422
Master Plan Update - MVC		\$ -	\$ -	\$ (186,000)	\$ 8,886,422
Nursing, Science Math - RCC		\$ -	\$ -	\$ (467,028)	\$ 8,419,394
Wheelock Gym - RCC		\$ -	\$ -	\$ (72,966)	\$ 8,346,428
Norco Allocation - NC		\$ -	\$ -	\$ (500,000)	\$ 7,846,428
Secondary Effect - NC		\$ -	\$ -	\$ (35,288)	\$ 7,811,140
Groundwater Wells - NC		\$ -	\$ -	\$ (211,149)	\$ 7,599,991
Alumni Carriage House Restoration - RCCD		\$ -	\$ -	\$ -	\$ 7,599,991
District Standards		\$ -	\$ -	\$ (345,032)	\$ 7,254,959
Self-Generating Inc Program (Fuel Cell)		\$ -	\$ -	\$ (2,200,000)	\$ 5,054,959
Self-Generating Inc Program - Incentives/Rebates		\$ -	\$ -	\$ (236,250)	\$ 4,818,709
MVC Student Services Bldg. Reno (Welcome Center)		\$ -	\$ -	\$ (2,500,000)	\$ 2,318,709
MVC Elevator Modernization & Fire Alarm System Upgrade		\$ -	\$ -	\$ (174,106)	\$ 2,144,603
Ben Clark Corrections Platform Training Facility		\$ -	\$ -	\$ (340,000)	\$ 1,804,603
Norco College Budget Deficit		\$ -	\$ -	\$ (1,390,650)	\$ 413,953
<b>Program Contingency</b>					<b>\$ 413,953</b>
<b>Remaining Measure C Funds</b>					<b>\$ 1,062,496</b>

**Measure C Summary**

Original Measure C Allocation	\$53,300,000
Additional Measure C Allocation	-\$33,614,364
<b>Total Measure C Allocation</b>	<b>\$19,685,636</b>

# Board of Trustees Regular Meeting (VI.P)

Meeting	September 20, 2022
Agenda Item	Other Items (VI.P)
Subject	Other Items Riverside City College Football Field and Running Track Renovation Project
College/District	Riverside City College
Funding	Riverside City College General Funds and Riverside City College Measure C Allocation
Recommended Action	Recommend approving the Football Field and Running Track Renovation Project and project budget in the total amount of \$7,700,000 as follows: 1) \$7,079,325 General Funds and; 2) \$625,675 RCC Measure C allocation.

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## Background Narrative:

The reconstruction of the existing Wheelock Stadium Complex and expansion of the Kinesiology and Physical Education program was approved by the Board of Trustees in 2018 as part of the RCC Facilities Master Plan. The existing football field and running track facilities do not currently comply with up-to-date safety measures and the facility's artificial turf and running track surface have passed their useful lifecycle.

Due to the high cost of the reconstruction of the Wheelock Stadium Complex, the project will be a like-for-like replacement.

The renovation of the football field and running track will: 1) be designed to support continuous education on the existing football and running track and allow for RCC to host championships during the Fall seasons, and; 2) replace the football field artificial turf and running track rubberized surface with more durable and sustainable systems/materials.

The Football Field and Running Track Renovation Project was previously discussed under Riverside City College Priority Capital Projects presentation at the August 2, 2022 Board of Trustees Committee meeting.

It is recommended that the Board of Trustees approve the Football Field and Track Renovation Project and project budget in the total amount of \$7,700,000.

Prepared By: Rajen Vurdien, Interim President, Riverside City College  
Kristine DiMemmo, Vice President, Planning and Development, Riverside City College  
Aaron S. Brown, Vice Chancellor, Business and Financial Services  
Hussain Agah, Associate Vice Chancellor, Facilities Planning and Development  
Mehran Mohtasham, Director, Capital Planning

# FOOTBALL FIELD & RUNNING TRACK RENOVATION PROJECT



- PAYTON WILLIAMS - ATHLETICS DIRECTOR
- JIM MCCARRON - PROFESSOR, KINESIOLOGY
- KRISTINE DI MEMMO - VICE PRESIDENT, PLANNING & DEVELOPMENT
- HUSSAIN AGAH - ASSOCIATE VICE CHANCELLOR, FACILITIES PLANNING & DEVELOPMENT

# HISTORICAL BACKGROUND



- **1928** Wheelock Stadium was built
- **2004** both Football Field and Running Track were reconstructed
- **2012** Football Field artificial turf was replaced due to lower campus flood
- The typical estimated life span is between 10 – 15 years
- **2021** football field and running track facilities were identified for replacement

# PLANNING COMMITTEE

- **Payton Williams**, Athletics Director
- **James McCarron**, Professor, Kinesiology
- **Tom Craft**, Football Head Coach
- **Kristine DiMemmo**, Vice President of Planning & Development
- **Scott Blair**, Dean of Instruction, STEM & Kinesiology
- **Robert Beebe**, Director, Facilities Maintenance & Operation
- **Hussain Agah**, Associate Vice Chancellor, Facilities Planning & Development
- **Mehran Mohtasham**, Director, Capital Planning
- **Bart Doering**, Facilities Development Director

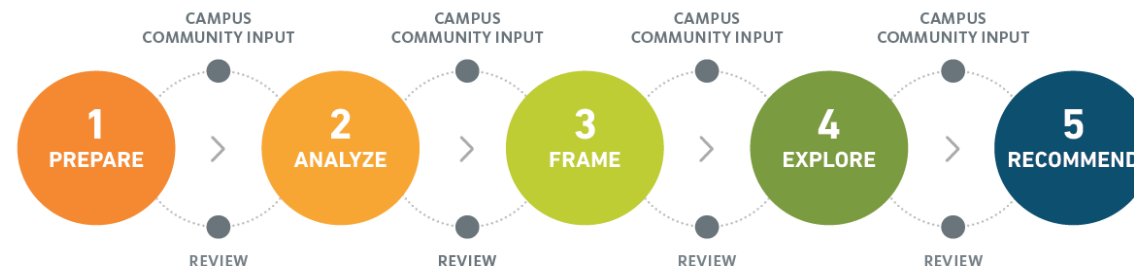
# PLANNING PROCESS

## Problem Statement

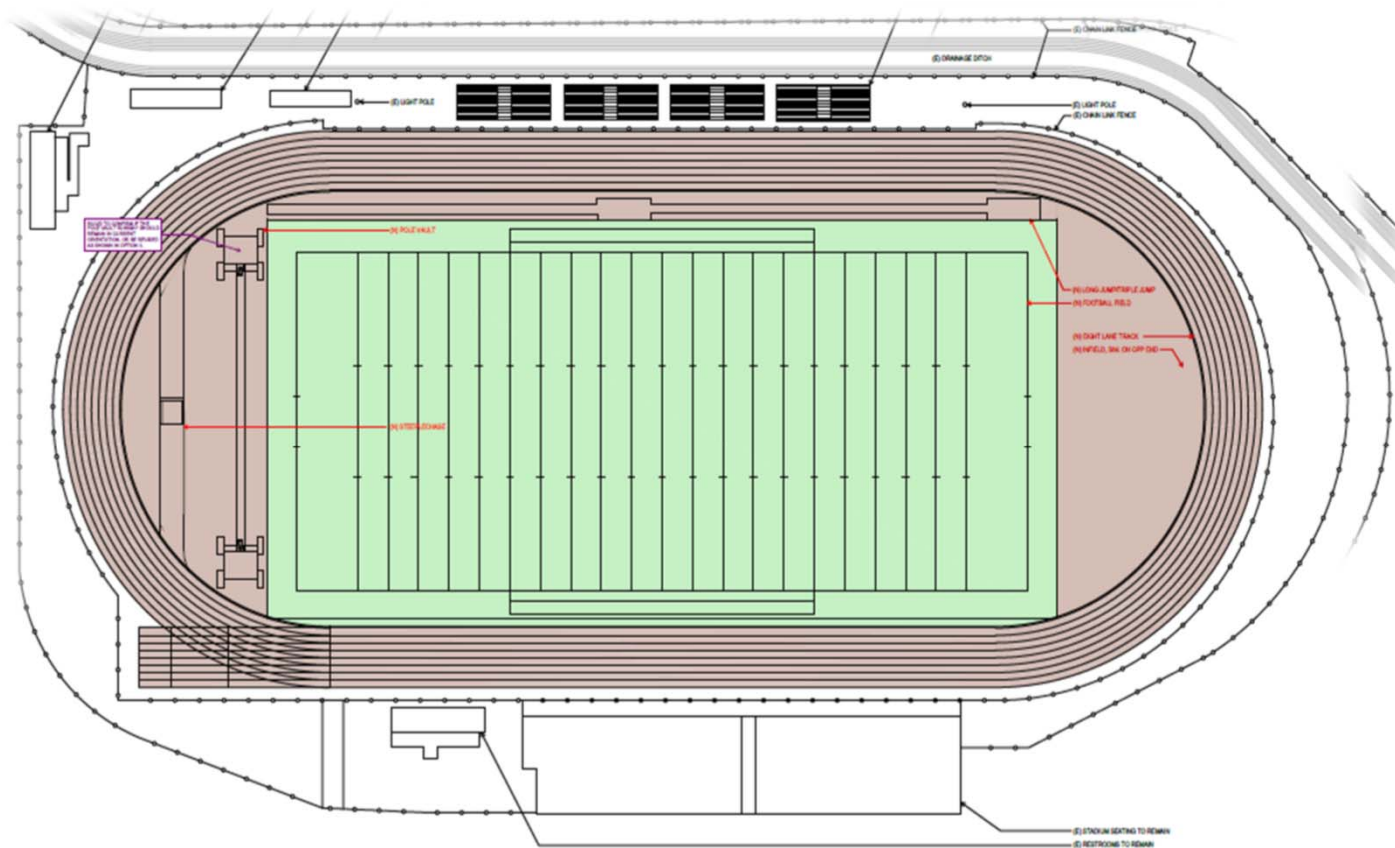
- The existing Football Field and Running Track do not comply with the up-to-date safety codes and the facilities are at the end of their lifecycle.
- The RCC Facilities Master Plan, approved by the Board in 2018, identified the full reconstruction of the existing Wheelock Stadium to accommodate soccer and lacrosse and new seating grandstand and supporting facilities.

## Resolution

- The feasibility study explored three (3) options. The like-for-like replacement will provide fully renovated facilities with adequate safety and proper equipment for the students and educational program. Expansion of facilities are not financially practical.



# PROJECT DESCRIPTION



- The renovated Field will be designed to support the football and running track program.
- It will replace the existing football field artificial turf and running track surface including the long jump, triple jump and two pole vaults.
- The project scope is for like-for-like replacement with a full replacement to the subsurface area and irrigation system.



# BUDGET & SCHEDULE

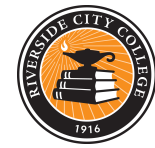
## Project Budget (\$7,700,000)

- Construction Costs (including Field Equipment): \$5,899,000
- Soft Costs (Architect, DSA, Inspection, CM): \$1,801,000
- Construction Allowance/Contingency: \$903,190
- Funding Source: College General Funds

## Schedule Milestone:

- 2021-2022: Feasibility Studies
- 2022-2023: Preliminary Plans/Working Drawings/DSA
- 2022-2023: Construction (6 months)
- Occupancy: August/Fall 2023\*

\* Completion of the project by August 2023 assumes no external and/or unforeseen issues are encountered.



### COST ESTIMATE SUMMARY AND ANTICIPATED TIME SCHEDULE - JCAF 32

**District:** Riverside Community College District      **College:** Riverside City College      **CFIS Ref. #:** 0  
**Project Name:** Football Field & Track Renovation Project      **Date Prepared:** 8/12/2022      **CCI:** 6924      **Budget Ref. #:**  
**Request For:**      A       P       W       C       E       DB       **EPI:** 3737      **Prepared by:** Midpoint

		Total Cost	State Funded	District Funded	
				State Supportable	Non State Supportable
<input type="checkbox"/> Not Rounded	Escalate to Midpoint (FPD Only)				
<input checked="" type="checkbox"/> Rounded					
<b>0. Feasibility Studies &amp; Pre-Planning</b>		\$0	\$0	\$0	\$0
A. Feasibility and Pre-planning Costs		\$0		\$0	
B. Other Costs		\$0		\$0	
<b>1. Site Acquisition</b>	Acres:	\$0	\$0	\$0	\$0
A. Acquisition		\$0		\$0	
<b>2. Preliminary Plans</b>	Budget CCI: 6924	\$212,670	\$0	\$0	\$212,670
A. Architectural Fees (for Preliminary Plans)		\$100,000		\$0	\$100,000
B. Project Management		\$0		\$0	
C. Office of the State Architect, Plan Check fee		\$0		\$0	
D. Preliminary Tests (Soils, hazardous materials)		\$65,670		\$0	\$65,670
E. Other Costs		\$47,000		\$0	\$47,000
<b>3. Working Drawings</b>	Budget CCI: 6924	\$203,000	\$0	\$0	\$203,000
A. Architectural Fees (for Working Drawings)		\$123,000		\$0	\$123,000
B. Project Management (for Working Drawings)		\$0		\$0	
C. Office of the State Architect, Plan Check fee		\$70,000		\$0	\$70,000
D. Community Colleges Plan Check fee		\$0		\$0	
E. Other Costs (for Working Drawings)		\$10,000		\$0	\$10,000
<i>(Total PW may not exceed 13% of construction)</i>					
<b>4. Construction</b>	Budget CCI: 6924	\$5,899,000	\$0	\$0	\$5,899,000
A. Utility Service		\$0		\$0	
B. Site Development, Service		\$0		\$0	
C. Site Development, General		\$0		\$0	
D. Other Site Development		\$0		\$0	\$0
E. Reconstruction		\$5,899,000		\$0	\$5,899,000
F. New Construction (bldg) (w/Group I equip)		\$0		\$0	
G. Board of Governor's Energy Policy Allowance (2% or 3%)		\$0		\$0	
H. Other Costs		\$0		\$0	\$0
<b>5. Contingency (Construction-Related Allowances &amp; Fees)</b>		\$903,190	\$0	\$0	\$903,190
<b>6. Architectural and Engineering Oversight</b>		\$100,000	\$0	\$0	\$100,000
<b>7. Tests and Inspections</b>		\$205,000	\$0	\$0	\$205,000
A. Tests		\$70,000		\$0	\$70,000
B. Inspections		\$135,000		\$0	\$135,000
<b>8. Construction Management &amp; Labor Compliance Program (if Justified)</b>		\$177,140	\$0	\$0	\$177,140
A. Construction Management		\$177,140		\$0	\$177,140
B. Labor Compliance Program		\$0		\$0	
<b>9. Total Construction Costs (items 4 through 8 above)</b>		\$7,284,330	\$0	\$0	\$7,284,330
<b>10. Furniture and Group II Equipment</b>	Budget EPI: 3737	\$0	\$0	\$0	\$0
<b>11. Total Project Cost (items 1, 2, 3, 9, and 10)</b>		\$7,700,000	\$0	\$0	\$7,700,000

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	148,175	-	0%	#DIV/0!	\$52	Preliminary Plans	\$ -	\$ -	\$ 212,670	\$ 212,670
<b>13. Anticipated Time Schedule</b>						Working Drawings	\$ -	\$ -	\$ 203,000	\$ 203,000
Start Preliminary Plans	8/15/2022	Advertise Bid for Construction		2/15/2023		Construction	\$ -	\$ -	\$ 7,284,330	\$ 7,284,330
Start Working Drawings	8/30/2022	Award Construction Contract		3/1/2023		Equipment	\$ -	\$ -	\$ -	\$ -
Complete Working Drawings	9/30/2022	Advertise Bid for Equipment		1/1/2023		Total Costs	\$ -	\$ -	\$ 7,700,000	\$ 7,700,000
DSA Final Approval	1/30/2023	Complete Project		8/30/2023		% of SS Costs	0.00%	0.00%	SS Total	\$ -

# Board of Trustees Regular Meeting (VI.P)

Meeting	December 13, 2022
Agenda Item	Grants, Contracts and Agreements (VI.P)
Subject	Grants, Contracts and Agreements Construction Management Services Agreement with Kitchell/CEM, Inc. for the Moreno Valley College Student Services Renovation Project
College/District	Moreno Valley College
Funding	Moreno Valley College Measure C Allocation & General Fund
Recommended Action	Recommend approving the construction management services agreement with Kitchell/CEM, Inc. for the Moreno Valley College Student Services Renovation Project in the total amount of \$444,581.

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## Background Narrative:

The District issued a Request for Qualifications and Proposals (RFQ/P) on November 1, 2022 to the District's pre-qualified pool of construction management firms (CM firms) to provide comprehensive construction management services for the Moreno Valley College Student Services Renovation 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 six (6) responses. The committee members, consisting of District office and Moreno Valley College personnel, reviewed and scored each proposal independently in accordance with the RFQ/P requirements and selected the top three (3) 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 Kitchell/CEM, Inc. to provide construction management services for the Moreno Valley College Student Services Renovation Project in the total amount of \$444,581, including project allowance. The term of the agreement is from December 14, 2022 to May 1, 2024.

Prepared By: Robin Steinback, President, Riverside City College  
Majd Askar, Vice President, Business Services, Moreno Valley College  
Aaron S. Brown, Vice Chancellor, Business and Financial Services  
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development  
Mehran Mohtasham, Director, Capital Planning  
Bart Doering, Facilities Development Director  
Misty Griffin, Director of Business Services

## **AGREEMENT FOR CONSTRUCTION/ PROJECT MANAGEMENT SERVICES**

This Construction/ Project Management Services Agreement (“Agreement”) is made and entered into this 14<sup>th</sup> day of December, 2022, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT (hereinafter referred to as “District”) and Kitchell/CEM, Inc. (hereinafter referred to as “Construction Manager”) for construction management services relating to the MORENO VALLEY COLLEGE STUDENT SERVICES RENOVATION PROJECT (hereinafter referred to as “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 a manner consistent with the interests of the District. The Construction Manager’s Services for the Project shall be as follows and as enumerated within Exhibits “A”, “B” and “C” to this Agreement. All services provided by the Construction Manager under this Agreement shall be provided by or under the direction and control of a licensed general contractor. Basic Services to be provided by the Construction Manager are those enumerated in the Basic Services (Exhibit “A” hereto) and those enumerated in the General Conditions (Exhibit “B” hereto). Notwithstanding the foregoing, Project Manager’s legal obligations to the District shall not exceed those set forth in this Agreement.

#### **1.1 BASIC SERVICES**

1.1.1 Construction Manager’s “Basic Services” consist of those services performed by Construction Manager and Construction Manager’s employees and consultants to provide the specific services enumerated in Exhibit “A” and in the General Conditions (Exhibit “B”).

#### **1.2 CONSTRUCTION PHASE**

1.2.1 Provide ongoing senior management observation of the progress of the work to assist the District’s Project Manager.

1.2.2 Provide senior management at the request of the District to provide assistance to resolve any issues that are critical to Schedule or Budget considerations.

1.2.3 Provide ongoing senior management involvement in progress meetings.

#### **1.3 GENERAL CONDITIONS**

1.3.1 “General Conditions” of the Project are defined as those generic support conditions which must be in place to support all construction aspects of the Project. Such costs are enumerated within Exhibit “B”.

#### **ADDITIONAL SERVICES**

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1.3.2 Additional Services are defined, for the purpose of this Agreement, as any services performed in the interest of the Project, at the written request of the District, which are outside the scope of this Agreement.

1.3.3 Pursuant to Education Code section 81644, the total term of this Agreement, including all extensions, shall not exceed five (5) years. If, through no fault of the Construction Manager, the duration of the Project which is the subject of this Agreement beyond the time frame depicted in Exhibit “C”, Construction Manager shall be entitled to additional compensation and costs based on the rates set forth in Exhibit “B” and as set forth below. Construction Manager shall obtain written approval from the District prior to incurring any additional costs related to the Project.

1.3.4 District shall compensate Construction Manager for any extended durations set forth in Article 1.4.2 above based on the Schedule of Personnel and costs set forth in Exhibit “B” and any approved reimbursable expenses. Alternatively, the District and Construction Manager may agree in writing to a fixed fee or other payment terms. All costs to be paid for any extended durations must be accompanied by 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 Construction Manager may otherwise mutually agree, in writing, on alternative types of information and levels of detail that may be provided by the Construction Manager.

1.4.3 If, during the planned duration of the Project as identified within Exhibit “C”, the District requests that additional personnel or other resources be provided beyond those set forth in Exhibit “B” for reasons other than extension of the period of services identified within Article 1.4.2, such additional resources shall be provided by written amendment between the District and Construction Manager which amendment shall provide for equitable adjustment of Construction Manager’s compensation.

## 1.4 PERSONNEL

1.4.1 If at any time any of the personnel employed by the Construction Manager on the Project are reasonably deemed unsatisfactory by the District and the District requests that they be replaced, Construction Manager shall, within a reasonable time, replace such personnel without additional cost to the District.

1.4.2 Construction Manager agrees to provide the personnel set forth in the schedule attached to Exhibit “B”. Changes made to Construction Manager’s staff shall be made only with the prior written consent of the District.

1.4.3 Any proposed staff changes shall only be considered after resumes are submitted for District review and the District is given the opportunity to interview the suggested personnel. District retains the right to reject newly proposed personnel based on qualifications or other relevant criteria.

## **ARTICLE 2 DISTRICT’S RESPONSIBILITIES**

### 2.1 PROJECT INFORMATION

2.1.1 The District shall provide full and complete information regarding the requirements of the Project, which shall set forth the District’s objectives, constraints and criteria.

## 2.2 BUDGET

2.2.1 The District shall provide a budget for the Project with the assistance of the Construction Manager and Architect.

## 2.3 DISTRICT'S REPRESENTATIVE

2.3.1 The District shall designate a representative ("District's Representative") to act on the District's behalf with respect to the Project. The authorized Representative shall render decisions promptly to avoid unreasonable delay in the progress of the Construction Manager's services and shall expeditiously process contractor payment applications and change order documentation and shall make all required payments in a timely manner.

2.3.2 In addition, the District shall promptly and properly file Notice(s) of Completion upon written recommendation by Architect and Construction Manager for the Project or designated portion(s) thereof.

## 2.4 TESTS, INSPECTION AND REPORTS

2.4.1 The District shall furnish tests, inspections and reports as required by law or the Contract and Construction Documents.

## 2.5 DISTRICT'S EXPENSE

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

## 2.6 NONCONFORMING WORK

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

## 2.7 DISTRICT'S RIGHT TO PERFORM WORK

2.7.1 The District reserves the right to perform work related to the Project with the District's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement.

2.7.2 The Construction Manager shall notify the District if any such independent action will in any way compromise the Construction Manager's ability to meet the Construction Manager's responsibilities under this Agreement.

### **ARTICLE 3 CONSTRUCTION MANAGER'S COMPENSATION**

## 3.1 FEE

3.1.1 The District agrees to pay the Construction Manager for performance of all Construction Management services contemplated under the terms of the Agreement, a fee for services as calculated and set forth in Exhibit “A”.

3.2 GENERAL CONDITIONS AND FIELD PERSONNEL

3.2.1 The District shall pay, in addition to Construction Manager’s fee, an additional amount as reimbursement for General Conditions and Field Personnel costs as set forth in Exhibit “B”.

3.3 REDUCTION IN BASIC SERVICES

3.3.1 The District may reduce, for its convenience, the Basic Services to be provided by the Construction Manager at any time during the contract period. Should a reduction in General Conditions and fee based personnel be requested by the District also include a requested reduction in the Construction Manager’s on-site personnel, the Construction Manager shall be allowed a maximum of 60 days to reassign personnel.

3.3.2 The Construction Manager’s fee shall be reduced for any reduction in the on-site term of any personnel pursuant to Exhibit “B”.

3.4 COMPENSATION FOR ADDITIONAL SERVICES

3.4.1 Construction Manager shall notify the District in writing of the need for additional services required due to circumstances beyond the Construction Manager’s control (“Additional Services”). Construction Manager 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 Construction Manager. No compensation shall be paid to the Construction for any Additional Services that are not previously approved by the District in writing.

3.4.2 Compensation for any Additional Services authorized by the District in writing during the planned duration of services shall be made on the basis of:

- (a) Personnel Services: Cost rates contained in the Schedule of Personnel. This sum represents both direct reimbursement of Field Personnel costs and fees for Construction Manager.
- (b) Materials and/or outside services at cost.
- (c) Miscellaneous approved Reimbursable Expenses at cost.

3.5 REIMBURSABLE EXPENSES

3.5.1 “Reimbursable Expenses” include any authorized expense incurred by the Construction Manager and Construction Manager’s employees and consultants in the interest of the Project which are outside the scope of Construction Manager’s Basic Services, as identified within Exhibit “A” or its General Conditions and Field Personnel as identified with Exhibit “B”, which expenses include, but not by way of limitation:

- 3.5.1.1 Expenses in connection with authorized out of town travel;

- 3.5.1.3 Fees paid for securing approval of authorities having jurisdiction over the Project when District requests Construction Manager to pay for such costs on behalf of the District.
- 3.5.1.5 Expense of reproductions, postage and expressage related to submittals and shop drawings and handling of drawings, specifications and other documents.
- 3.5.2 Payment for Reimbursable Expenses shall be on the basis of cost plus ten percent.
- 3.5.3 Payment for Reimbursable Expenses shall be made monthly, on the basis of Construction Manager's submittal of an appropriate invoice with accompanying cost documentation. Reimbursable expenses shall be invoiced separately from Basic or Additional Services.

**ARTICLE 4  
PAYMENT SCHEDULE**

**4.1 THE FEE FOR BASIC SERVICES AND GENERAL CONDITIONS**

The fee for Basic Services set forth in Article 3 shall be paid monthly, in arrears, as follows:

- 4.1.1 Payment for Basic Services, unless otherwise agreed to in writing, shall be made monthly in an amount equal to the total of all documented costs incurred by the Construction Manager in accordance with Exhibits "A" and "B".
- 4.1.2 Payment for General Conditions costs, unless otherwise agreed to in writing, shall be made monthly in an amount equal to the total of all documented costs incurred by the Construction Manager for items identified as General Conditions and Field Personnel within Exhibit "B", subject to any limitation of General Conditions costs identified therein.
- 4.1.3 Payment for authorized Additional Services shall be made monthly, on such basis as shall be specified within the agreement authorizing such services.
- 4.1.4 All payments called for within Articles 4.1.1 through 4.1.3, above, shall be made to Construction Manager within 30 days of Construction Manager's submittal of a properly prepared and approved invoice or application for payment.
- 4.1.5 In the event that the District disputes any charge or cost contained within Construction Manager's invoice or application for payment, the amount then due Construction Manager shall be reduced by no more than 150% of the sum in dispute and the balance timely paid.
- 4.1.6 If the District reduces any invoice or application for payment submitted by Construction Manager, the District shall, within not more than 15 days of the District's receipt of the invoice or application for payment, inform Construction Manager, in writing, of the amount and reason for such reduction. Within not more than 10 days of receipt of such notice, Construction Manager shall prepare and submit, to the District, any requested explanation or justification of the amounts in dispute. The District shall, within not more than 10 days of the District's receipt of Construction Manager's explanation or justification, either pay the disputed amount or provide Construction Manager with a written explanation of the District's continuing objection. Construction Manager and the District agree to seek, in good faith, a timely and equitable resolution of any disputed amounts.



4.1.7 So long as District is not in default in making payment of undisputed funds to Construction Manager, notwithstanding any claim, dispute or other disagreement between the Construction Manager and the District arising out the Project or this Agreement, pending resolution of the same in accordance with the Agreement, the Construction Manager shall continue to diligently provide and perform hereunder pending a subsequent resolution of such claims, dispute, or other disagreement.

## 4.2 PROJECT SCHEDULE

4.2.1 Time Schedule. The services to be provided under this Agreement shall be completed in accordance with the schedule attached hereto as Exhibit "C".

4.2.2 At the time the Construction Manager's work commences, a date for completion of the Project shall also be established.

4.2.3 The date of completion of the Project or a designated portion thereof is the date when construction is complete to the level that all contractual work is complete in the opinion of the Architect, Construction Manager and Project Inspector. Construction Manager shall endeavor to secure warranties called for by this Agreement or by the plan and specifications from Contractor which shall commence on the Date of Completion of the Project or designated portion thereof.

4.2.4 If the Construction Manager is delayed at any time in the progress of the Project by any act or neglect of the District or the Architect or by any employee of either, or by any separate contractor employed by the District, or by changes ordered in the project, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties or any causes beyond the Construction Manager's control, or by any delay authorized or caused by the District, the above time schedules shall be extended by change order for a reasonable length of time as set forth in Article 1.4.2.

## **ARTICLE 5 TERMINATION, ABANDONMENT OR SUSPENSION OF WORK**

### 5.1 TERMINATION OF CONSTRUCTION MANAGER 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 5.3 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.

## 5.2 ABANDONMENT/ SUSPENSION OF PROJECT

5.2.1 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 a 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.

5.2.2 If the Project is resumed after being suspended for more than three (3) months, the Construction Manager's compensation shall be resumed in a similar manner (prorated portion of lump sum agreement, based upon time remaining). Any services provided by the Construction Manager at the request of the District during the period of suspension shall be subject to equitable compensation, which compensation shall not be applied against any fixed limits of fee or costs provided for within this Agreement.

5.2.3 If the Project is suspended in whole or in part for more than three (3) months and, if no arrangement is made between the District and the Construction Manager to retain specific staff during the period of suspension, reassignment of any or all of the personnel assigned to the Project to other projects may occur. In the event that the suspended Project is then resumed, the Construction Manager shall re-staff the Project to the same level as at the time of suspension (provided that the scope of remaining work shall not have been reduced) and shall make a good faith effort to use as many of the original personnel as is practical. Where individuals assigned to the Project at the time of suspension are not reasonably available at the time of resumption, the Construction Manager shall assign other personnel of similar skill and experience as approved by the District.

5.2.4 If construction of the Project has started and is stopped for a material period of time by reason or circumstances not the fault of the Construction Manager, the District shall pay the Construction Manager's General Conditions and Field Personnel costs for the first 30 days of stoppage up to, but not to exceed, the level of such costs for the 30 day period immediately preceding the stoppage.

5.2.5 The Construction Manager shall reduce the size of the Project-site staff after thirty (30) days' delay or sooner if feasible, for the remainder of the delay period. The District shall reimburse the Construction Manager only for the actual costs of such reduced staff and extended General Conditions during such delay up to a maximum of 90 days delay. If such delay shall exceed 90 days in duration, any Project-site staff and General Conditions remaining on the Project at the District's request shall constitute Additional Services and shall be compensable on that basis through the end of any stoppage period. Upon termination of the stoppage, the Construction Manager shall return or provide the necessary Project site-staff as soon as practicable and no further compensation shall be paid for the delay.

## 5.3 TERMINATION FOR CONVENIENCE (WITHOUT CAUSE)

District shall also have the right in its absolute discretion, without cause, to terminate this Agreement in the event the District is not satisfied with the working relationship with Construction Manager following fourteen (14) days prior written notice from District to Construction Manager. In the event that District chooses to terminate this Agreement for convenience, 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, the Construction Manager will receive a payment equal the payment of: (1) 3% of the Basic Services Fees incurred to date if less than 50% of the Basic Services Fees have been paid; or (2) 3% of the remaining Basic Services Fees if more than 50% of the Basic Services 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.

5.4 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 Project has been completed, and not before.

5.5 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 6  
INDEMNIFICATION**

6.1 DUTY TO DEFEND, INDEMNIFY AND HOLD HARMLESS

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

6.1.1 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;

6.1.2 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

6.1.3 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.

6.1.4 The indemnity requirements described in this Article 6 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 7 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 8 APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of California and any policies/regulations adopted thereunder (“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 9 CONSTRUCTION MANAGER NOT 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 10**

## **INSURANCE**

### **10.1 INSURANCE PROVIDED BY CONSTRUCTION MANAGER**

The Construction Manager shall purchase and maintain insurance for not less than the following limits or greater if required by law:

10.1.1 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 District which will protect Construction Manager and 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 an 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:

10.1.2 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).

10.1.3 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:

- (a) Owned, non-owned and hired vehicles;
- (b) Blanket contractual;
- (c) Broad form property damage
- (d) Products/completed operations; and
- (e) Personal injury.

10.1.4 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 three (3) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation.

10.1.5 Each policy of insurance required in Article 10.1.3 above shall name the District and its officers, agents and employees as an additional insured; shall state that, with respect to the operations of Construction Manager hereunder, such policy is primary and any insurance carried by 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 District prior to cancellation; and, shall waive all rights of subrogation. Construction Manager shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Construction Manager shall deliver to 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, 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 District upon demand for the costs thereof.

### **10.2 INSURANCE PROVIDED BY DISTRICT**

10.2.1 The District shall provide and maintain standard fire, flood and "All Risk" Insurance including "XCU" coverage up to the full insurable value of the Project. Policies providing such coverage shall contain

a provision that coverages afforded under the policies will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Construction Manager.

10.2.2 Certificates of Insurance and Endorsements showing such coverages to be in force throughout construction of the work shall be filed with the Construction Manager prior to commencement of construction activities.

### 10.3 INSURANCE POLICY INCLUSIONS

10.3.1 The foregoing policies to be carried by the Construction Manager shall contain a provision that coverages afforded under the policies will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the District.

10.3.2 Certificates of Insurance and Additional Insured Endorsements showing such coverages to be in force throughout construction of the work shall be filed with the District prior to commencement of the work.

### 10.4 WAIVERS OF SUBROGATION

10.4.1 The District and Construction Manager waive all rights against each other and against the Contractors, Architect, consultants, agents and employees of any of them, for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance.

10.4.2 The District and Construction Manager each shall require similar waivers from their Contractors, Architect, consultants, agents, and persons or entities awarded separate contracts administered under the District's own forces.

## **ARTICLE 11 ENTIRE AGREEMENT**

This Agreement and the attached Exhibits "A" and "B" represent the entire Agreement and understanding of the parties concerning the subject matter hereof; this Agreement replaces and supersedes prior negotiations or Agreements between the parties concerning the subject matter hereof. This Agreement may be amended or modified only by a written instrument duly executed by the parties. This Agreement is not a valid or enforceable obligation against the District until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

## **ARTICLE 12 OWNERSHIP OF DOCUMENTS**

All documents, files, reports, estimates, etc. (regardless of format or medium) prepared or compiled by the Construction Manager related to the Project shall be, and remain the property of the District.

## **ARTICLE 13 LIQUIDATED DAMAGES**

### 13.1 ASSESSMENT OF LIQUIDATED DAMAGES

13.1.1 If the work is not completed within the time specified in Exhibit “B” to this Agreement plus applicable extensions of time, it is understood that the District will suffer damages. The Construction Manager and District hereby agree that the exact amount of damages for failure to complete the work within the time specified is extremely difficult or impossible to determine. Construction Manager shall be assessed the sum of Three Hundred dollars (\$300.00) per day as liquidated damages for each and every day the work required under this Agreement remains unfinished past the time for completion, as set forth in the Agreement, and any extensions of time granted by the DISTRICT under the terms of the contract documents.

13.2 FAULT OF CONSTRUCTION MANAGER

13.2.1 Construction Manager shall not be charged for liquidated damages, as set forth above, because of any delays in completion of work which are not the fault or negligence of Construction Manager, including but not restricted to: acts of God, acts of public enemy, acts of Government, fires, floods, epidemics and quarantine restrictions.

13.2.2 Construction Manager shall absorb its own cost of providing Basic Construction Services during any schedule extension, if said extension is caused by Construction Manager, and only to the extent that the schedule extension is caused by Construction Manager. The Construction Manager under no circumstances will be liable for any damages for delay other than as set forth herein unless determined otherwise by a court of law.

13.3 COMPLETION DATES

Notwithstanding anything to the contrary herein, completion dates will be mutually agreed upon in writing during the Project Schedule as documents become available and such agreement will become a part of this Agreement.

13.4 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

The Construction Manager and District expressly waive and release all claims against each other for any and all indirect or consequential damages arising out of or relating to this Agreement.

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

CONSTRUCTION MANAGER:

DISTRICT:

Kitchell, CEM, Inc.

Riverside Community College District

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

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

Wendy Cohen  
President  
2450 Venture Oaks Way, Suite 500  
Sacramento, CA 95833

Aaron S. Brown  
Vice Chancellor  
Business and Financial Services

# **EXHIBIT “A”**

## **CONSTRUCTION MANAGER’S SERVICES**

To Be Provided Under

### **CONSTRUCTION MANAGEMENT AGREEMENT**

Between

**RIVERSDIE COMMUNITY COLLEGE DISTRICT**

And

**KITCHELL, CEM, INC.**

Dated: December 14, 2022

The Construction Manager shall provide all of the services set forth herein and necessary to complete the Project. The scope of services in this Exhibit “A” and the scope of services set forth in the Construction Manager’s Agreement shall be described as the “Basic Services.”

#### **1. CONSTRUCTION MANAGER’S SERVICES**

1.1 Construction Manager shall provide sufficient home office organization and support, personnel and management to carry out the requirements of this Agreement in an expeditious and economical manner consistent with the interests of the District.

1.2 Construction Manager shall prepare and periodically update a Project Schedule for the Architect’s review and the District’s acceptance. Construction Manager shall obtain the Architect’s approval for the portion of the preliminary Project Schedule relating to the performance of the Architect’s services. In the Project Schedule, Construction Manager shall coordinate and integrate Construction Manager’s services, the Architect’s services and the District’s responsibilities with anticipated construction schedules, highlighting critical and long-lead-time items.

1.3 Construction Manager shall consult with the District and Architect regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedules. Construction Manager shall review the contract document submissions and provide written comments on the coordination of the various disciplines, including civil, structural, architectural, mechanical, electrical, plumbing and landscape.

1.4 Construction Manager shall provide recommendations and information to the District and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

1.5 If applicable, Construction Manager shall assist the District in developing and implementing a plan for temporary housing of students and staff.



1.6 Construction Manager shall provide recommendations and information to the District regarding the allocation of responsibilities for safety programs among the Contractors.

1.7 Construction Manager shall advise on the division of the Project into individual Contracts for various components of work. If multiple contracts are to be awarded, Construction Manager shall review the Construction Documents and make recommendations as required to provide that (1) the work of the Contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate Contract(s), (3) there are no gaps, overlaps or missing scope in the work assigned to various Contract(s), and (4) proper coordination has been provided for phased construction.

1.8 Provide senior management support for all tasks.

## **2. PRE-CONSTRUCTION PHASE**

2.1 Provide review and comments on the program scope and budget.

2.2 Construction Manager shall develop in conjunction with the District and the Architect, procedures to facilitate and expedite communications among the Contractor, the Architect, the District, Construction Manager, and the test/inspection services relating to the submittal, review, and response to documents provided to Construction Manager, including: correspondence, memoranda, Requests for Information/Requests for Clarification, Field Bulletins/Field Clarifications, Construction Change Documents, District or Architect Field Directives, Submittals, Change Order Requests/Proposal Requests/Change Estimate Requests, Change Orders and similar items.

2.3 Construction Manager shall prepare a Project Schedule providing for the components of the work, including phasing of construction, times of commencement and completion required of each Contractor, and the occupancy requirements of the District. Construction Manager shall provide the current Project Schedule to be included in the bidding documents.

2.4 Construction Manager shall assist the District in the preparation of construction contracts. Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress and scheduling. Construction Manager shall prepare and promptly distribute minutes to the District, Architect and Contractors. Construction Manager shall provide observation and administration of the Contracts for Construction in cooperation with the Architect as set forth below and in the General Conditions. All contracts between the District and Contractors shall be in a form acceptable to Construction Manager and shall also include broad form indemnity and insurance clauses in favor of and protecting the District and Construction Manager in a form acceptable to Construction Manager. Such insurance clauses shall include, without limitation, provisions naming the District and Construction Manager as additional insureds, showing insurer's prior written notice of non-renewal or modification to the foregoing, and

evidence of all such obligations being evidenced on insurer's insurance certificates provided to the District and Construction Manager throughout the term of the Project until final completion.

2.5 Construction Manager shall assist the District in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Contractors. Construction Manager shall verify that the District has paid applicable fees and assessments. Construction Manager shall assist the District and Architect in connection with the District's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

2.6 Construction Manager shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments.

2.7 Construction Manager shall provide a Construction Cost Estimate, in cost model format, based upon Architect's delivery of complete Construction Documents depicting a work scope which represents at least 60% of the likely total of all apportionments and the local share for the Project to confirm compliance with DSA requirements for review and approval and with the District's budget goals. Should significant variance be detected between projected cost and such criteria, Construction Manager shall inform the District and the Architect in writing and shall coordinate necessary working sessions between the District, Architect and Construction Manager to identify measures to be taken to bring the Project and documents within budget and scope parameters. At the conclusion of such sessions, Construction Manager, in conjunction with the District, shall request commitments from the Architect(s) for design or documentation adjustments to the documents, in an effort to meet the District's specified criteria.

2.8 Construction Manager shall provide a Construction Cost Estimate, in cost model format, based DSA Approved Plans, to confirm compliance with cost management measures agreed to throughout design phase and to ensure compliance with the District's budget goals. Should significant variance be detected between projected cost and such goals, Construction Manager shall so inform the District and the Architect in writing and shall coordinate necessary working sessions between the District, Architect and Construction Manager to identify measures to be taken to bring the Project back within budgetary limits. At the conclusion of such sessions, Construction Manager, in conjunction with the District, shall request commitments from the Architect for design adjustments to the documents in an effort to maintain the Project budget.

2.9 In collaboration with the District and the Project Architect, Construction Manager shall prepare a draft Construction Management Plan for the Project. This plan shall reflect the construction delivery method, the time frame for construction, and the attendant design efforts required. In preparation for this Construction Management Plan, Construction Manager shall evaluate the local construction market and the District's schedule and budgetary goals for the Project, and make recommendations to the District regarding the recommended strategy for purchasing, construction, the approach to bid packaging the work and a proposed Master Project Schedule. Upon approval by the District of the Construction Management Plan, Construction Manager shall prepare the Construction Management Plan in final form.

### **3. CONSTRUCTION COST**

#### **3.1 RESPONSIBILITY FOR CONSTRUCTION COST**

3.1.1 Evaluations of the District's Project budget and Construction Cost Estimates prepared by Construction Manager represent Construction Manager's best judgment as a person or entity

familiar with the construction industry. It is recognized, however, that neither Construction Manager nor the District has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the District, or from any evaluation prepared by Construction Manager. The Construction Manager shall coordinate with the District to agree on what costs are included to define "Construction Cost" for the Project.

3.1.2 If the Bidding or Negotiation Phase has not commenced within 90 days after approval of the Construction Documents from DSA, any Project budget shall be adjusted 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/ proposals are sought.

3.2 Provide recommendations regarding constructability and value engineering:

3.2.1 Following delivery of Architect's 50% and 90% complete Construction Documents for the full scope of intended improvements for the Project, and prior to bid(s), Construction Manager shall conduct a constructability review and value engineering of the plans and specifications and provide input to the District and the Architect relative to sequencing of construction (phases), means and methods, and duration of construction for various building methods and constructability.

3.2.2 The intent of review is to eliminate gaps, overlaps and omissions, and provide information to the Architect that will eliminate or greatly reduce issues that might otherwise result in additional cost or delay during the course of construction.

#### **4. CONSTRUCTABILITY REVIEW/VALUE ENGINEERING REVIEW**

4.1 Construction Manager shall perform a constructability review/value engineering review of plans at 90% complete Construction Documents using Redicheck or an equivalent acceptable checklist review technique acceptable to the District. This review shall include:

4.1.1 Senior Construction Manager analysis and overlay coordination of each major system of the building(s) including electrical, mechanical, civil, structural, kitchen, theater, acoustic, technology and landscape architecture.

4.1.2 Preparation of checklists as defined by the Redicheck methodology or equivalent technique acceptable to the District.

4.1.3 Construction Manager shall perform a systems analysis/value engineering review of each major building system utilizing a senior Construction Manager.

4.2 The constructability review/ value engineering review shall be performed independently by a senior Construction Manager from Construction Manager's office. The senior Construction Manager must be familiar with the project type represented by this Agreement.

4.3 At the completion of Construction Manager's constructability review/value engineering review and systems review/value engineering review, Construction Manager shall prepare a report documenting the findings resulting from the senior Construction Manager's review. Construction Manager shall also include

as an addendum to this report, the senior Construction Manager's red-marked corrections to the construction documents and project specifications and Redicheck documents. This document shall also be available for the District's review at Construction Manager's place of business.

4.4 Construction Manager shall assist the Architect in confirming all agreed upon constructability review/ value engineering changes and comments are incorporated into the Construction Documents before they are issued to bidders.

4.5 If applicable, Construction Manager shall produce phase schedules for each of the component projects within the Program and a Master Schedule for the Program as a whole. These schedules shall contain key milestones to be accomplished by the Project Team including the Architects and Consultants.

4.6 Assist the District in the selection of professional services for inspection, testing, hazardous materials removal, etc..

## **5. FUNDING PHASE**

The Construction Manager shall assist the District with the preparation and submittal of any documents necessary for obtaining and utilizing funding from the Chancellor's Office. The Construction Manager shall assist the District in identifying, obtaining and utilizing funding from grants and any other alternative funding sources available to the District for the Project. Construction Manager shall provide the District with recommendations on available funding that can be obtained by the District for the Project.

## **6. PRE-QUALIFICATION OF CONTRACTORS/ SUBCONTRACTORS**

6.1 Construction Manager shall assist the District and Architect in prequalification (if required by the District), the bid opening, evaluation of the bids for completeness, full responsiveness and price, including alternate prices and unit prices.

6.2 Construction Manager shall assist the District and its legal counsel in preparing prequalification documents as required under Public Contract Code section 20651.5.

6.3 Construction Manager shall establish bidder prequalification procedures in compliance with the applicable statute, evaluate all prequalification documents submitted, make recommendations to the District on which contractors and/or subcontractors are deemed prequalified and issue notices to contractors and/or subcontractors regarding their prequalification status.

## **7. BIDDING PHASE**

7.1 Construction Manager shall assist the District and its legal counsel in preparing the bid documents and general conditions for the Project, including, but not limited to, the bid advertisement, notice inviting bids, notice of intent to award and notice of award.

7.2 Construction Manager shall assist the District in evaluating the bid results and prior to the award of Contracts.

7.3 Construction Manager shall develop bidders' interest in the Project and establish bidding procedures and schedules. Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. Construction Manager

shall assist the Architect with regard to responses to requests for information or clarification from bidders and with the issuance of addenda.

7.4 Construction Manager shall assist the District and its legal counsel in evaluating bid protests and making recommendations on whether any bid protests have merit.

7.4 Construction Manager shall prepare bid analyses and make recommendations to the District for the District's award of Contracts or rejection of bids.

## **8. CONSTRUCTION PHASE**

8.1 Construction Manager shall Manage and administer related services as required to coordinate the work of the contractor.

8.2 Construction Manager shall assist in the administration of the construction Contract(s) as provided in the General Conditions of the Contract(s) for construction.

8.3 Construction Manager shall review the procedures for submittals, shop drawings, substitution requests, product samples, change orders, payment requests and other procedures and review logs, files, and other necessary documentation in order to provide an orderly and effective system for such administration.

8.4 Construction Observation. Construction Manager shall, using experienced personnel, observe the progress of the work. Construction Manager shall notify the District in writing of observations made by Construction Manager of work installed by the Contractor which does not appear to be in conformity with Contract Documents, and, after concurrence by the Architect, shall make recommendations to the District for measures to enforce compliance with the requirements of the Contract Documents.

8.5 Based on the schedule prepared by the Contractor, Construction Manager shall assist in preparing a Project Schedule for the Project, providing for the components of the work, including phasing of construction, times of commencement and completion, phasing, and the occupancy requirements of the District.

8.6 Construction Manager shall endeavor to obtain satisfactory performance from the Contractor(s). Construction Manager shall recommend courses of action to the District when requirements of the Contract Documents are not being fulfilled. Construction Manager shall monitor the approved estimate of Construction Cost.

8.7 Coordination of Technical Inspection and Testing. Construction Manager shall coordinate with the District's Project Inspector all testing required by the Architect or other third parties. All inspection reports will be provided to Construction Manager on a regular basis.

8.8 Attend the pre-construction and construction progress meetings.

8.8.1 Pre-Construction Conferences. Upon award of contracts, Construction Manager shall assist, in conjunction with the District and the Architect, in pre-construction orientation conferences for the benefit of the successful Contractor(s) and will serve to orient the Contractor(s) to the various reporting procedures and site rules prior to the commencement of actual construction.

8.8.2 Job Site Meetings. Construction Manager shall assist in regular jobsite progress meetings with the Contractor and keep meeting minutes.

8.9 Regularly monitor the construction budgets and schedules:

8.9.1 Project Schedule. Construction Manager shall continue to review the Project Schedule.

8.9.2 If requested by the District, Construction Manager shall assist the Contractor in preparing a recovery schedule. This recovery schedule shall reflect the corrective action and extraordinary efforts to be undertaken by the Contractor to recapture lost time. This recovery schedule shall be distributed to the Construction Manager, the District, the Architect and other appropriate parties by the Contractor.

8.9.3 Construction Progress Review. Construction Manager shall review the progress of construction with each Contractor, observe work in place and that materials are properly stored on a monthly basis and evaluate the percentage complete of each construction activity as indicated in the Project Schedule.

8.9.3.1 Construction Manager shall record the progress of the Project on a monthly basis or more frequently if requested by the District. Construction Manager shall document and submit written progress reports to the District and Architect including information on the Contractor and the Contractor's work on the Project, showing percentages of completion. Construction Manager shall keep a daily log containing a record of weather, each Contractor's work on the site, number of workers, identification of equipment, work accomplished, problems encountered, and other similar relevant data as the District may require.

8.9.3.2 Utilizing the schedules provided by the Contractors, Construction Manager shall update the Project Schedule incorporating the activities of the Contractor on the Project, including activity sequences and durations. The Project Schedule shall include the District's occupancy requirements showing portions of the Project having occupancy priority. Construction Manager shall update and reissue the Project Schedule as required to show current conditions. If an update indicates that the previously approved Project Schedule may not be met, Construction Manager shall recommend corrective action to the District and Architect.

8.9.3.3 As part of the monthly reporting process, Construction Manager shall provide the District with updated budget and cost tracking, to include the impact of all proposed and executed change orders.

8.9.3.4 Construction Manager shall keep regular meeting minutes.

8.10 Project Inspection Card Process.

8.10.1 The Construction Manager shall establish a procedure to verify that the Architect, Architect's consultants, Project Inspector, Laboratory of Record and Contractor 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 DSA's PR 13-01, PR 13-02 and any other related documents and subsequent updates to such documents. As part of the

procedure established under this Section, Construction Manager must be able to verify that all 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 District 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 District of the impact such failure will have upon the Project and the Project Schedule.

8.10.2 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.

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

8.10.4 The Construction Manager shall coordinate with the Contractor 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.

8.10.5 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.

8.10.6 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.

8.11 Assist in the resolution of Requests for Information:

8.11.1 Throughout the Construction Phase, Construction Manager shall review communications related to Contractor's Requests for Information and shall seek resolution for the appropriate party, providing for timely forwarding of such information to the Contractor.

8.11.2 Construction Manager shall transmit to the Architect requests for interpretations of the meaning and intent of the plans and specifications, and assist in the resolution of questions that may arise.

8.12 Review and recommend, in conjunction with the Architect, any necessary or desirable changes to any contract documents and submit same to the District:

8.12.1 Change Order Requests/ Proposals. Construction Manager shall evaluate Contractors' change order requests/ proposals and make a formal recommendation to the District regarding acceptance of the proposals for change orders.

8.12.2 Change Order Reports. Construction Manager shall prepare and distribute change order reports, on a monthly basis, throughout the Construction Phase. These reports shall provide information pertaining to proposed and executed change orders and their effect upon the contract price as of the date of the report.

8.12.2.1 Construction Manager shall review requests for changes, assist in negotiating Contractors proposals for changes in cost and/or time, submit recommendations to the Architect and the District and, if they are accepted, review change orders and Construction Change Documents prepared by the Architect which incorporate the Architect's modifications to the Construction Documents.

8.12.2.2 Construction Manager shall assist the Architect in the review and, evaluation of claims and make recommendations to the District regarding settlement of claims and assist the District in mitigating claims.

8.13 Construction Manager shall receive, review for proper limits of coverage and existence of insurance coverage and make recommendations regarding certificates of insurance and any required bonds from the contractors and forward them to the District with a copy to the Architect.

8.14 Review and approve Contractors' certificates for payment in conjunction with the Architect and Project Inspector.

8.14.1 Construction Manager shall review and make recommendations pertaining to monthly payments to the Contractor. This activity will be an integral part of the monthly progress report updates.

8.14.2 Construction Manager shall develop cash flow reports and forecasts for the Project and advise the District and Architect as to variances between actual and budgeted or estimated costs.



8.15 Maintain a copy set of Contract Documents, plans, specifications, addenda, contracts, change orders, shop drawings/submittals, correspondence, and other records, as required.

8.16 If requested, review certified payroll records submitted for the Project. Construction Manager shall also assist the District or its consultant in initiating and enforcing the District's Labor Compliance Program (if applicable), or assisting the District with complying with the Department of Industrial Relations' Compliance Monitoring Unit requirements.

8.17 Ensure that any applicable storm water pollution prevention plan requirements for the Project are incorporated into the Contract Documents and monitor compliance and maintenance by the Contractor.

8.18 If required by the Contract Documents, the Construction Manager shall confirm all waivers and releases are provided by the Contractor and all subcontractors before progress payments and final payment is made to the Contractor.

8.19 Assist in closeout, including preparation and supervision of and coordination with Architect on punch lists and evaluation of the proper time (in conjunction with Architect's opinion) for recording of a Notice of Completion:

8.19.1 Construction Manager, in conjunction with the Architect and the Inspector shall, upon Substantial Completion of the Project, assist the Architect and the District in the production of a punch list of required corrections. At the conclusion of all corrective action for all punch list items, Construction Manager shall make a final comprehensive review of the Project and will report the results of that review to the District. Construction Manager's report will indicate whether Construction Manager, the Architect, and the Project Inspector find the work performed acceptable under the Contract Documents and the relevant Project data, and will make recommendations as to final payment and the notice of completion to the Contractor.

8.19.2 Following Substantial Completion of the Project or a designated portion thereof, the Construction Manager shall evaluate the completion of the work of the Contractors and make recommendations to the Architect as to when the District may record a Notice of Completion. The Construction Manager shall assist the Architect in conducting final inspections, preparing punch-list items and confirming punch-list items are completed.

8.20 Close Out and Miscellaneous Provisions

8.20.1 Construction Manager shall perform coordination and expediting functions in connection with the Architect's and Contractor's obligation to provide "as-built" documents. Construction Manager shall confirm the Contractor is updating all required as-built document during construction and make recommendations to the Architect and District for withholding of progress payments for failure to update the as-built documents. The Construction Manager shall assist the Architect in compiling all necessary as-built documents and incorporating them into one comprehensive set of record documents for the Project in a format acceptable and approved by the District.

8.20.2 Construction Manager shall assist the District in the delivery, storage, protection and security of District-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Project.

8.20.3 With the Architect and the District's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment.

8.20.4 Construction Manager shall secure and transmit to the Architect warranties and similar submittals required by the Contract Documents for delivery to the District and deliver all keys, manuals, record drawings and maintenance stocks to the District. Construction Manager shall make recommendations for withholding or deducting payments from the Contractor for not complying with the close-out requirements and assisting the Architect in determining a reasonable value for all incomplete close-out items.

8.20.5 Construction Manager shall assist the Architect in compiling all documents and information necessary to obtain DSA close-out certification of the Project. Construction Manager shall notify the District in writing of any missing information or documents that will prevent obtaining DSA certification.

8.20.6 Construction Manager shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Non-Compliance or similar notice(s) issued by the Architect, or any inspector, special inspector, testing laboratory or governmental agency, is fully corrected and closed before the architect issues any final punch-list to the Contractor. The Construction Manager shall verify that all applicable inspectors, special inspectors, and/or engineers on the Project have visually verified that each defective, deficient and/or incomplete item of work referenced in the Notice(s) of Non-Compliance have been rectified and are closed prior to the issuance of the Architect's final punch-list to the Contractor.

8.20.7 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the District and Construction Manager. Consent shall not be unreasonably withheld.

## **9. FEES**

9.1 The not to exceed fee for providing the described in this Agreement and Exhibits, exclusive of General Conditions, shall be Four Hundred Forty Four thousand Five Hundred Eighty One Dollars (\$444,581) including additional services allowance and shall be paid regularly on a monthly basis based on the actual percentage of completion of the Project. Any adjustments related to the payment of fees for Construction Manager Services shall be made through a written Addendum to this Agreement approved by both parties.

9.2 The Construction Manager shall invoice all fees for Construction Manager's services set forth in the Agreement and the attached Exhibits on a monthly basis during the duration of the construction work. All invoices for Construction Manager Services shall be based upon actual work or services completed by the Construction Manager and shall be supported by proper documentation. The District shall make payments to the Construction Manager within thirty (30) days of receipt of the appropriate and approved invoice from the Construction Manager.

9.3 In the event State funding limitations or District budgetary re-alignments should result in a reduction in the scope of work to be constructed for the Project, and in the event such reduction reasonably results in a reduction of the overall duration of the Construction Manager's service, a reduction of the specified fee shall be made accordingly.

9.4 See Exhibit "B" for payment of General Conditions for the Project.

## **10. CLARIFICATIONS**

10.1 Notwithstanding anything to the contrary in the Contract Documents, Construction Manager is not responsible for any of the following: (1) the architectural, engineering and/or other design services for the Work and/or the Project; (2) loss or damage to the Work and/or the Project required to be insured under the District's builder's risk insurance (or other property insurance) policy; (3) the construction schedule for, or the duration of, the Work and/or Construction; (4) the funding, budget and/or cost for the Work and/or Project; (5) missing scope or defects in the Work and/or Project; (6) the safety of the Work and/or Project; (7) insurance of other Project parties; (8) legal services related to the Work and/or the Project; (9) costs for permits, fees, inspections, assessments and/or approvals related to the Work and/or the Project; (10) hazardous materials investigation and remediation costs; (11) ) the SWPPP for the Work and/or Project; (12) labor compliance of other Project participants.

**NOT APPLICABLE**

**EXHIBIT “B”**

**GENERAL CONDITIONS & FIELD PERSONNEL**

**CONSTRUCTION MANAGEMENT AGREEMENT**

Between

**RIVERSDIE COMMUNITY COLLEGE DISTRICT**

and

X X X X X

Dated: XX\_\_\_\_\_, 20XX

**1. GENERAL DESCRIPTION & CRITERIA**

1.1 The Construction Manager shall provide all General Conditions for the Project that are not already in place. General Conditions for the Project are defined as those generic support activities which must be in place to support all construction aspects of the Project. The costs and schedules for all General Conditions are detailed and set forth in Attachment “1” herein.

1.2 General Conditions are not a profit center and are intended to be cost recovery only.

**2. ESTIMATED COSTS**

2.1 The agreed upon Not-to-Exceed amount for all current General Conditions costs, exclusive of all Construction Management fees as set forth in Exhibit “A”, shall be X X X X X Dollars (\$X X X X X\_\_\_). In no event shall the General Conditions costs exceed X X\_\_\_% of the Construction Cost.

**3. GENERAL CONDITIONS PAYMENT**

3.1 All General Conditions 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 Attachment “1”, prior to the commencement of the Construction Phase, Construction Manager shall submit a list of these General Condition items to District for 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.

3.2 Construction Manager shall invoice any all 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.

3.3 District shall make payments for General Conditions, if any, to the Construction Manager within thirty (30) days of receipt of the appropriate and approved invoice from Construction Manager.

**4. EARLY COMPLETION**

4.1 If the Project is completed earlier than as set forth in the terms of this Agreement, then all General Conditions costs set forth in Attachment “1” shall cease within thirty (30) days after the date the Project is completed.

**NOT APPLICABLE**  
**EXHIBIT “C”**

**FEE PROPOSAL AND PROJECT SCHEDULE**

# PROJECT FEE PROPOSAL - BAFO 12/05/22

	Preconstruction Phase (Prequal/Procurement)					Construction Phase								Closeout Phase				Bill Rate																							
	2022	2023											2024				Hours	2022	2023	Fee																					
	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr																								
<b>OVERALL STAFFING PLAN &amp; FEE</b>																																									
Project Executive - Jeremy Judd		Included, As Required											Included, As Required				0	-	-	-																					
Project/Construction Manager - David Shire	34	42	42	42	42	168	168	168	168	168	168	168	168	168	168	168	120	2170	\$170	\$175	\$377,223																				
Scheduling - Rick Stassi	-	-	-	-	-	40	8	8	8	8	8	8	8	8	8	8	20	140	\$150	\$155	\$21,414																				
Estimating - Matt Chappell	60	80	-	-	-	-	-	8	-	-	8	-	-	8	-	-	8	172	\$150	\$155	\$25,944																				
District allowance for additional services (as-needed)																						\$20,000																			
																							<b>\$444,581</b>																		

## Assumptions/Clarifications

- ▶ We have included one estimate in the preconstruction phase of DSA-approved drawings per the RFQ/P.
- ▶ We have not included any reimbursable/general conditions costs assuming office space will be provided by the District or the General Contractor.
- ▶ **We will plan to utilize Procore as the project management software, incorporating the entire project team within our system.**

FEE BREAKDOWN	2022	2023	2024
Project/Construction Manager - David Shire	\$5,780	\$262,181	\$109,262
Scheduling - Rick Stassi	-	\$14,616	\$6,798
Estimating - Matt Chappell	\$9,000	\$14,472	\$2,472
Subtotal	\$14,780	\$291,269	\$118,532
<b>Total Preconstruction Phase Fee</b>		<b>\$55,340</b>	
<b>Total Construction Phase Fee</b>		<b>\$369,241</b>	
<b>District Allowance, Additional Services</b>		<b>\$20,000</b>	
<b>Grand Total</b>		<b>\$444,581</b>	

## Hourly Rates

Position	2022 Hourly Rates
Principal-in-Charge	No Charge
Project Executive	No Charge
Preconstruction Manager	\$195
Project/Construction Manager	\$170
Project Engineer (as-needed)	\$125
Constructability Review (A/E) (as-needed)	\$165
Estimator	\$150
Scheduler	\$150

\*Rates subject to a 3% annual increase.

**FACILITIES PLANNING AND DEVELOPMENT  
MEASURE C CURRENT/FUTURE PROJECT SUMMARY STATUS UPDATES (JANUARY 12, 2023)**

<b>PROJECT</b>	<b>STATUS</b>
<b>Riverside City College (RCC)</b>	
Life Science/Physical Science Reconstruction Project for Business Education + CIS	The project is currently under construction with an anticipated delivery date by Spring 2024.
Riverside City College Football Field & Running Track Renovation Project	The project is currently in the design phase and has been submitted to the Division of the State Architect (DSA) for approval. The project is planned to be completed by August 2023.
<b>Moreno Valley College (MVC)</b>	
Student Service Welcome Center Project	The project received DSA approval. The BOT approved the construction manager for the project. The district will start construction services prequalification in January 2023.