

**CITIZENS' BOND OVERSIGHT COMMITTEE**  
Riverside Community College District  
April 13, 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. WELCOME ELECTED MEMBER**

- a. Welcome Member Delgadillo  
*Information Only*

- IV. **ELECTION OF CHAIR AND VICE CHAIR**
  - a. Chair Selection  
*Recommended Action: Approval*
  - b. Vice Chair Selection  
*Recommended Action: Approval*
- V. **APPROVAL OF MINUTES**
  - b. Updated Minutes from January 12, 2023  
*Recommended Action: Approval*
- VI. **MEASURE C FINANCIAL UPDATE**
  - a. Project Commitments Summary Report as of March 31, 2023  
*Information Only*
  - b. Capital Program Executive Summary (CPES) Report January 1 to March 31, 2023  
*Information Only*
- VII. **MEASURE C PROJECTS UPDATE**
  - a. Board Reports - Using Measure C Funding as of January 17 and March 21, 2023  
*Information Only*
  - b. Measure C Project Summary Status Updates as of April 13, 2023  
*Information Only*
- VIII. **BUSINESS FROM COMMITTEE MEMBERS**
  - a. Other Business  
*Discussion Only*
- IX. **ADJOURN**

<b>RCCD Citizens Bond Oversight Committee (CBOC) Members</b>					
<b>Name</b>	<b>Position</b>	<b>Term Date</b>	<b>BOT Approval</b>	<b>Term Out Date</b>	<b>Term Details</b>
Monica Delgadillo	Community Member At-Large	Mar. 2023 – May 2025	Mar. 21, 2023	May 31, 2025	Second Term
Dwight Tate	College Advisory Organization	May 2022 – May 2024	May 17, 2022	May 31, 2024	Second Term
Eva Petty**	RCCD Student Representative	May 2022 – May 2024	May 17, 2022	May 31, 2024	Second Term
Fauzia Rizvi	Community Member At-Large	May 2022 – May 2024	May 17, 2022	May 31, 2024	Second Term
Patricia Reynolds	Tax-Payers Association	May 2022 – May 2024	May 17, 2022	May 31, 2024	Second Term
Warren Avery*	Business Community	May 2022 – May 2024	May 17, 2022	May 31, 2024	Second Term
Michael Vahl	Senior Citizen Organization	Jan. 2022– Jan. 2024	Jan. 18, 2022	Jan. 31, 2024	Second Term

\*Chair elected October 15, 2020

\*\*Vice-Chair elected July 16, 2022

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

**COMMITTEE MEMBERS PRESENT**

Warren Avery, Chair (Participated Virtually)  
Eva Petty, Vice-Chair (Participated Virtually)  
Patricia Reynolds (Participated In-Person)  
Michael Vahl (Participated Virtually)  
Fauzia Rizvi (Participated Virtually)  
Monica Delgadillo (Participated In-Person)  
Dwight Tate (Participated In-Person)

**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  
John Geraghty, Controller  
Mark Knight, Information Architect  
Renee Vigil, Executive Administrative Assistant

**GUESTS**

Rick Alonzo, EideBailly LLP

**CALL TO ORDER**

The CBOC meeting was called to order at 3:03pm. The Pledge of Allegiance was taken. Chair Avery took attendance with members Reynolds, Delgadillo and Tate attended in-person; members Avery and Rizvi participated virtually. Members Petty and Vahl were not in attendance yet.

**COMMENTS FROM THE PUBLIC**

No comments received.

**APPROVAL OF MINUTES FROM OCTOBER 13, 2022**

Member Tate motioned to approve the minutes and member Rizvi seconded. (5 Ayes)

**PROPOSITION 39 - AUDIT UPDATE FROM EIDEBAILLY LLP GOVERNANCE LETTER**

Controller Geraghty gave a quick introduction about the new audit firm. Auditor Rick Alonzo presented from EideBailly LLP about the audit of the District's Measure C funds. The report has two reports in one: one is the financial statement audit and the performance audit. Auditor Alonzo shared that the District received an unmodified opinion which is a clean audit outcome. The financial statement numbers started on page four with a balance as of June 30, 2022. Page six highlights the financial statements. Page 12 highlighted no findings were reported.

**PROPOSITION 39 - AUDIT UPDATE FROM EIDEBAILLY AUDIT REPORT**

Auditor Rick Alonzo presented from EideBailly LLP. Performance audit starts on page 14 and the Auditor's opinion noted that the District is spending in accordance to the bond standards. Page 18 highlighted there were no findings. There were no issues with management and the District was very professional throughout the audit. Question received from Chair Avery about the opinion for the Auditor's responsibility and format of audit changed per professional standards. The sample size was questioned and the Auditor explained that the sample was broad to obtain a clean sample. Members Petty and Vahl joined the meeting virtually during this item. No other questions were received.

**MEASURE C FINANCIAL UPDATE - PROJECT COMMITMENTS SUMMARY REPORT AS OF DECEMBER 31, 2022**

Director Misty Griffin presented the Project Commitments Summary Report. The highlighted sections reflect the transaction changes from the October CBOC meeting. There was a change in the balance due to the Ben Clark Training Center. There has been a change of \$58,000 due to projects at Moreno Valley College (MVC). The non-Measure C portion changed approximately \$16,000. Both items went before the November Board of Trustees meeting. No comments were received for this item.

**MEASURE C FINANCIAL UPDATE - CAPITAL PROGRAM EXECUTIVE SUMMARY (CPES) REPORT OCTOBER 1 TO DECEMBER 31, 2022**

The CPES Report was presented by Director Griffin. The report highlights interest and closeout. The fair market value was explained by VC Brown. The Measure C funds are held at the county of Riverside Treasurer and this was returned for unrealized losses. No comments were received for this item.

**MEASURE C PROJECTS UPDATE - BOARD REPORTS - USING MEASURE C FUNDING AS OF SEPTEMBER 20 TO DECEMBER 13, 2022**

Associate Vice Chancellor (AVC) Hussain Agah presented two Board of Trustees reports from September and December. The Riverside City College (RCC) football field and running track renovation project was recommended for approval of the renovation project for \$625,675 from Measure C funds. A question received about the football field being on track for completion in time for football season and there are code changes that have been received but in the bidding step before awarding. The construction management services agreement with Kitchell/CEM, Inc. for MVC at the Student Services renovation project was before the Board of Trustees for approval. No comments were received for this item.

**MEASURE C PROJECTS UPDATE - MEASURE C PROJECT SUMMARY STATUS UPDATES AS OF JANUARY 12, 2023**

The Project Summary Updates report was presented by AVC Agah. The Life Science/Physical Science Reconstruction Project for Business Education + CIS at RCC is currently under construction with an anticipated delivery date of Spring 2024. The RCC football field and running track renovation 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.

AVC Agah and VC Brown shared that in January, DSA approval was received and the District is in the process of pre-qualification for the pool from general contractors for public bidding. This item is going before the February Board of Trustees for approval. The District is trying to limit risks with low bids and issues with general contractors not finishing projects according to their commitment. The Board of Trustees has to approve this pre-qualification list and the goal is for bidders to go through this process to ensure future projects. No other questions were received.

**BUSINESS FROM COMMITTEE MEMBERS - OTHER BUSINESS**

Chair Avery noted that the Chair and Vice Chair terms were not added to this meeting agenda due to the recent CBOC Bylaw changes. This was requested to be added to the April CBOC meeting agenda. Chair Avery thanked staff for assisting with the preparations for this meeting and thanked the CBOC for their attendance. No other comments were received.

**ADJOURN**

The CBOC meeting was adjourned at 3:32pm.

**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 March 31, 2023**

**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**

**\$ 14,728,053**

**Proceeds/Income**

<u>Issuance Proceeds</u>		
Series 2004 A through Series 2019 F		\$ 350,000,000
<u>Issuance Premiums</u>		
Series 2004 A through Series 2019 F		14,230,564
<u>Interest Income</u>		
FY 2004-2005 through FY 2022-2023		14,157,173
<u>Fair Market Value of Investments</u>		
FY 2020-2021 through FY 2021-2022		(360,200)
<u>Other Income</u>		
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

**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>

Riverside Community College District  
Measure C - Project Commitments Summary Combined  
as of March 31, 2023

Project	Project Funding Source								Actual Measure C Expenditures thru 03/31/23
	Board Approved Initial Measure C Project Budget	Subsequent Approved Measure C Adjustments	Current Board Approved Measure C Project Budget	Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget		
<b>Completed</b>									
Certificates of Participation (1993 & 2001) - Refunding	\$ 12,492,085	\$ -	\$ 12,492,085	\$ -	\$ 12,492,085	\$ -	\$ 12,492,085	\$ 12,492,085	
GO Bond Issuance Related Expenditures	1,751,434	3,616,242	5,367,676	-	5,367,676	-	5,367,676	\$ 5,367,676	
Bridge Space - Riverside	1,162,367	12,765	1,175,132	-	1,175,132	-	1,175,132	\$ 1,175,132	
Phone and Voicemail Upgrades - District Wide	349,000	-	349,000	-	349,000	-	349,000	\$ 349,000	
Computer/Network/ System Upgrades - District Wide	33,384	968,668	1,002,052	-	1,002,052	-	1,002,052	\$ 1,002,052	
MLK Renovation - Riverside	1,252,000	(241,386)	1,010,614	-	1,010,614	6,999,477 a	8,010,091	\$ 1,010,614	
Room Renovations - Norco	100,019	-	100,019	-	100,019	-	100,019	\$ 100,019	
Swing Space - Riverside	208,625	4,065,109	4,273,734	-	4,273,734	-	4,273,734	\$ 4,273,734	
Wheelock PE Complex/Athletic Field - Riverside	4,760,000	(243,565)	4,516,435	-	4,516,435	-	4,516,435	\$ 4,516,435	
Phase I - Parking Structure - Riverside	9,000	20,931,662	20,940,662	-	20,940,662	-	20,940,662	\$ 20,940,662	
ECS Secondary Effects - Moreno Valley	19,000	267,227	286,227	-	286,227	-	286,227	\$ 286,227	
RCCD System Office Purchase	2,534,429	95,552	2,629,981	-	2,629,981	-	2,629,981	\$ 2,629,981	
Emergency Phone Project - District Wide	379,717	-	379,717	-	379,717	-	379,717	\$ 379,717	
Lovekin Parking/Tennis Project - Riverside	4,475,000	(123,276)	4,351,724	-	4,351,724	-	4,351,724	\$ 4,351,724	
Food Services "grab-n-go" Facility Project - Riverside	1,600,000	(1,518,628)	81,372	-	81,372	-	81,372	\$ 81,372	
PBX Building - Riverside	500,000	(71,881)	428,119	-	428,119	-	428,119	\$ 428,119	
Long Range Master Plan - District Wide	1,460,384	(21,307)	1,439,077	-	1,439,077	-	1,439,077	\$ 1,439,077	
Hot Water Loop System & Boiler Repl. - Moreno Valley	50,000	819,848	869,848	-	869,848	-	869,848	\$ 869,848	
Logic Domain - Capital Project Management System	96,000	168,375	264,375	-	264,375	-	264,375	\$ 252,512	
Infrastructure Projects - District Wide	153,700	330,714	484,414	-	484,414	-	484,414	\$ 484,414	
Utility Retrofit Project - District Wide	3,274,248	2,906,940	6,181,188	-	6,181,188	-	6,181,188	\$ 6,181,188	
Stokoe Innovative Learning Center - Riverside	17,500	7,382,005	7,399,505	-	7,399,505	2,444,632 a	9,844,137	\$ 7,399,505	
Bradshaw Building Electrical Project - Riverside	500,000	(133,647)	366,353	-	366,353	-	366,353	\$ 366,353	
Food Services Remodel - Riverside	583,070	404,635	987,705	-	987,705	-	987,705	\$ 987,705	
Food Services Remodel - Moreno Valley	1,956,615	692,991	2,649,606	-	2,649,606	28,000	2,677,606	\$ 2,649,606	
Quad Modernization - Riverside	5,162,368	4,009,439	9,171,807	-	9,171,807	12,554,000 a	21,725,807	\$ 9,171,807	
ECS Building Upgrade Project - Moreno Valley/Norco	625,327	(235,766)	389,561	-	389,561	-	389,561	\$ 389,561	
Modular Redistribution Projects (All campuses and BCTC)	2,161,812	6,264,050	8,425,862	-	8,425,862	-	8,425,862	\$ 8,425,862	
Industrial Technology Facility Project - Norco	10,147,826	(432,476)	9,715,350	-	9,715,350	18,990,000 a	28,705,350	\$ 9,715,350	



**Riverside Community College District  
Measure C - Project Commitments Summary Combined  
as of March 31, 2023**

Project	Project Funding Source								Actual Measure C Expenditures thru 03/31/23
	Board Approved Initial Measure C Project Budget	Subsequent Approved Budget Adjustments	Current Board Approved Measure C Project Budget	Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget		
Scheduled Maintenance - Historic - District Wide	322,000	1,081,045	1,403,045	-	1,403,045	2,515,182	3,918,227	\$ 1,403,045	
Soccer Field / Artificial Turf - Norco	285,000	3,594,314	3,879,314	-	3,879,314	-	3,879,314	\$ 3,879,314	
Safety and Site Improvement Project - Norco	1,700,000	(732,558)	967,442	-	967,442	-	967,442	\$ 967,442	
Safety and Site Improvement Project - Moreno Valley	900,000	(180,173)	719,827	-	719,827	200,000	919,827	\$ 719,827	
Administrative Move to Humanities Bldg - Moreno Valley	50,000	(24,010)	25,990	-	25,990	-	25,990	\$ 25,990	
Center for Student Success - Norco	11,042,820	4,591,053	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	-	10,874,233	\$ 10,874,233	
Central Plant Boiler Replacement - Norco	50,700	111,147	161,847	-	161,847	-	161,847	\$ 161,847	
Parking Structure Fall Deterrent - Riverside	20,300	(12,724)	7,576	-	7,576	-	7,576	\$ 7,576	
Nursing Portables - Moreno Valley	1,300,694	(595,356)	705,338	-	705,338	-	705,338	\$ 705,338	
Interim Parking Lease - Riverside	260,000	(82,977)	177,023	-	177,023	-	177,023	\$ 177,023	
Technology Building A Remodel Project - Riverside	935,000	(923,625)	11,375	-	11,375	-	11,375	\$ 11,375	
Learning Gateway Building - Moreno Valley	31,800,000	(26,815,739)	4,984,261	-	4,984,261	-	4,984,261	\$ 4,984,261	
Black Box Theatre Remodel Project - Riverside	761,750	(750,795)	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	9,877,088	-	9,877,088	-	9,877,088	\$ 9,877,088	
PBX / NOC / M & O Facility - Norco	13,890,543	(2,613,533)	11,277,010	-	11,277,010	-	11,277,010	\$ 11,277,010	
Secondary Effects Project - Norco	1,100,000	14,928,180	16,028,180	-	16,028,180	-	16,028,180	\$ 16,028,180	
2010 IPP / FPP - District	350,000	(350,000)	-	-	-	-	-	\$ -	
Nursing/Sciences Building - Riverside	35,336	16,311,867	16,347,203	-	16,347,203	45,439,400	61,786,603	\$ 16,347,203	
Utility Infrastructure Project - District Wide	500,000	5,732,049	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	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	4,608,000	\$ -	
Wheelock PE Complex Gymnasium Retrofit - Phase I & II - Riverside	194,546	13,010,336	13,204,882	-	13,204,882	9,165,000	22,369,882	\$ 13,204,882	

Riverside Community College District  
Measure C - Project Commitments Summary Combined  
as of March 31, 2023

Project	Project Funding Source								Actual Measure C Expenditures thru 03/31/23
	Board Approved Initial Measure C Project Budget	Subsequent Approved Measure C Adjustments	Current Board Approved Measure C Project Budget	Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget		
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	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	
<b>Total Completed Projects</b>	<b>\$ 218,527,782</b>	<b>\$ 111,701,171</b>	<b>\$ 330,228,953</b>	<b>\$ -</b>	<b>\$ 330,228,953</b>	<b>\$ 134,122,833</b>	<b>\$ 464,351,786</b>	<b>\$ 330,217,090</b>	
<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	\$ 851,826	
Feasibility / Planning / Management / Staffing	7,775,535	-	7,775,535	850,601	8,626,136	-	8,626,136	\$ 6,963,224	
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	\$ 12,167,643	
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 **March 31, 2023**

Project	Project Funding Source								Actual Measure C Expenditures thru 03/31/23
	Board Approved Initial Measure C Project Budget	Subsequent Approved Budget Adjustments	Current Board Approved Measure C Project Budget	Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget		
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	\$ 13,979,340	
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	\$ 40,462,260	
<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	\$ 370,679,350	
<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 March 31, 2023**

Project	Project Funding Source						Actual Measure C Expenditures thru 03/31/23
	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		
			<u>\$ 21,827,637</u>				
<b><u>Completed</u></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	\$ 59,121
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	\$ 14,898	\$ 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	\$ 16,663,929	\$ 16,663,929
Alumni Carriage House Restoration Project	122,270	-	122,270	-	122,270	\$ 122,270	\$ 122,270
Total District Completed Projects	<u>\$ 21,157,387</u>	<u>\$ -</u>	<u>\$ 21,157,387</u>	<u>\$ 812,378</u>	<u>\$ 21,969,765</u>	<u>\$ 21,347,688</u>	<u>\$ 21,347,688</u>
<b><u>In-Progress or Initial Phase</u></b>							
Feasibility/Planning/Management/Staffing	\$ 458,757	\$ 50,185	\$ 508,942	\$ -	\$ 508,942	\$ 410,830	\$ 410,830
Scheduled Maintenance New Allocation - District Wide	7,443	-	7,443	-	7,443	\$ 7,443	\$ 7,443
Total District In-Progress or Initial Phase Projects	<u>\$ 466,200</u>	<u>\$ 50,185</u>	<u>\$ 516,385</u>	<u>\$ -</u>	<u>\$ 516,385</u>	<u>\$ 418,273</u>	<u>\$ 418,273</u>
Total All District Projects	<u>\$ 21,623,587</u>	<u>\$ 50,185</u>	<u>\$ 21,673,772</u>	<u>\$ 812,378</u>	<u>\$ 22,486,150</u>	<u>\$ 21,765,961</u>	<u>\$ 21,765,961</u>
<b>Total Remaining District Allocation</b>			<u>\$ 153,865</u>				
<b><u>Five Year Capital Construction Plan</u></b>							
Total District 5 Yr Capital Construction Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Riverside Community College District  
Measure C - Project Commitments Summary  
as of March 31, 2023**

Project	Project Funding Source						Actual Measure C Expenditures thru 03/31/23
	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		
			<u>\$ 193,069,318</u>				
<b>Completed</b>							
Certificates of Participation (1993 & 2001) - Refunding	\$ 6,583,329	\$ -	\$ 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	\$ 2,828,765
Phone and Voicemail Upgrades - District Wide	183,925	-	183,925	-	183,925	\$ 183,925	\$ 183,925
Computer/Network/System Upgrades - District Wide	528,081	-	528,081	-	528,081	\$ 528,081	\$ 528,081
Emergency Phone Project - District Wide	178,626	-	178,626	-	178,626	\$ 178,626	\$ 178,626
Long Range Master Plan - District Wide	786,422	-	786,422	-	786,422	\$ 786,422	\$ 786,422
Logic Domain - Capital Project Management System	139,326	-	139,326	-	139,326	\$ 133,075	\$ 133,075
Infrastructure Projects - District Wide	255,287	-	255,287	-	255,287	\$ 255,287	\$ 255,287
Utility Retrofit Project - District Wide	3,205,284	-	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	\$ 2,376,458
Bridge Space - Riverside	1,175,132	-	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	\$ 1,010,614
Swing Space - Riverside	4,273,734	-	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	\$ 4,516,435
Phase I - Parking Structure - Riverside	20,940,662	-	20,940,662	-	20,940,662	\$ 20,940,662	\$ 20,940,662
PBX Building - Riverside	428,119	-	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	\$ 7,399,505
Quad Modernization - Riverside	9,171,807	-	9,171,807	12,554,000 a	21,725,807	\$ 9,171,807	\$ 9,171,807
Bradshaw Building Electrical Project - Riverside	366,353	-	366,353	-	366,353	\$ 366,353	\$ 366,353
Food Services Remodel - Riverside	987,705	-	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	\$ 870,873
Black Box Theatre Remodel Project - Riverside	10,955	-	10,955	-	10,955	\$ 10,955	\$ 10,955
Food Services "grab-n-go" Facility Project - Riverside	81,372	-	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	\$ 4,351,724
Technology Building A Remodel Project - Riverside	11,375	-	11,375	-	11,375	\$ 11,375	\$ 11,375
Aquatics Center - Riverside	10,874,233	-	10,874,233 d	-	10,874,233	\$ 10,874,233	\$ 10,874,233
Interim Parking Lease - Riverside	177,023	-	177,023	-	177,023	\$ 177,023	\$ 177,023
Parking Structure Fall Deterrent - Riverside	7,576	-	7,576	-	7,576	\$ 7,576	\$ 7,576

**Riverside Community College District  
Measure C - Project Commitments Summary  
as of March 31, 2023**

Project	Project Funding Source						Actual Measure C Expenditures thru 03/31/23
	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		
Quad Basement Remodel Project - Riverside	352,941	-	352,941	-	352,941	\$	352,941
2010 IPP/FPP - District - 52.7%	-	-	-	-	-	\$	-
Coil School for the Arts - Riverside	24,280,001	-	24,280,001	13,660,934 <sup>la</sup>	37,940,935	\$	25,736,077
Coil School for the Arts - Parking Structure - Riverside	1,456,076	-	1,456,076	3,151,924 <sup>r</sup>	4,608,000	\$	-
Wheelock PE Complex Gymnasium Retrofit - Phase II - Riverside	13,204,882	-	13,204,882	9,165,000 <sup>a</sup> <sub>p</sub>	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> <sub>h</sub>	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> <sub>p</sub>	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	\$	\$ 3,669,619
Life Science/Physical Science Reconstruction - Riverside	6,308,563	-	6,308,563	32,036,437 <sup>p</sup>	38,345,000	\$	\$ 851,826
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	\$	\$ 6,121,931
Total All Riverside Projects	\$ 192,745,209	\$ 448,267	\$ 193,193,476	\$ 135,132,269	\$ 328,325,745	\$	\$ 185,906,447
<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 March 31, 2023**

Project	Project Funding Source						Actual Measure C Expenditures thru 03/31/23
	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		
			<u>\$ 72,612,971</u>				
<b><u>Completed</u></b>							
Certificates of Participation (1993 & 2001) - Refunding	\$ 2,535,893	\$ -	\$ 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	\$ 1,089,638
Phone and Voicemail Upgrades - District Wide	70,847	-	70,847	-	70,847	\$ 70,847	\$ 70,847
Computer/Network/System Upgrades - District Wide	203,417	-	203,417	-	203,417	\$ 203,417	\$ 203,417
Emergency Phone Project - District Wide	102,773	-	102,773	-	102,773	\$ 102,773	\$ 102,773
Long Range Master Plan - District Wide	362,670	-	362,670	-	362,670	\$ 362,670	\$ 362,670
Logic Domain - Capital Project Management System	53,668	-	53,668	-	53,668	\$ 51,260	\$ 51,260
Infrastructure Projects - District Wide	98,336	-	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	\$ 1,587,401
Modular Redistribution Projects (All campuses and BCTC)	2,109,572	-	2,109,572	-	2,109,572	\$ 2,109,572	\$ 2,109,572
Room Renovations - Norco	100,019	-	100,019	-	100,019	\$ 100,019	\$ 100,019
ECS Building Upgrade Project - Moreno Valley / Norco	137,265	-	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	\$ 9,715,350
Scheduled Maintenance - Historic - District Wide	180,850	-	180,850	362,942	543,792	\$ 180,850	\$ 180,850
Soccer Field/Artificial Turf - Norco	3,879,314	-	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	\$ 967,442
Center for Student Success - Norco	15,633,873	-	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	\$ 11,277,010
Secondary Effects Project - Norco	16,028,180	-	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	\$ 211,149
Electronic Contract Document Storage - District Wide	-	-	-	-	-	\$ -	\$ -
Master Plan Updates - District Wide	175,914	-	175,914	-	175,914	\$ 175,914	\$ 175,914
Soccer Field Turf Replacement - Norco	250,324	-	250,324	257,324	507,648	\$ 250,324	\$ 250,324
Central Plant Boiler Replacement - Norco	161,847	-	161,847	-	161,847	\$ 161,847	\$ 161,847
Total Norco Completed Projects	<u>\$ 66,932,752</u>	<u>\$ -</u>	<u>\$ 66,932,752</u>	<u>\$ 19,626,962</u>	<u>\$ 86,559,714</u>	<u>\$ 66,930,346</u>	<u>\$ 66,930,346</u>

**Riverside Community College District  
Measure C - Project Commitments Summary  
as of March 31, 2023**

<u>Project</u>	<u>Project Funding Source</u>						<u>Actual Measure C Expenditures thru 03/31/23</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>		
<b><u>In-Progress or Initial Phase</u></b>							
Feasibility/Planning/Management/Staffing	\$ 1,578,433	\$ 172,672	\$ 1,751,105	\$ -	\$ 1,751,105	\$ 1,413,534	
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	- t	3,110,000	\$ 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>\$ 5,282,477</u>	
Total All Norco Projects	<u>\$ 72,439,525</u>	<u>\$ 172,672</u>	<u>\$ 72,612,197</u>	<u>\$ 22,401,392</u>	<u>\$ 95,013,589</u>	<u>\$ 72,212,823</u>	
<b>Total Remaining Norco Allocation</b>			<u>\$ 774</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>		



**Riverside Community College District  
Measure C - Project Commitments Summary  
as of March 31, 2023**

Project	Project Funding Source						Actual Measure C Expenditures thru 03/31/23
	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		
			<u>\$ 78,752,817</u>				
<b><u>Completed</u></b>							
Certificates of Participation (1993 & 2001) - Refunding	\$ 2,635,830	\$ -	\$ 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	\$ 1,132,580
Phone and Voicemail Upgrades - District Wide	73,639	-	73,639	-	73,639	\$ 73,639	\$ 73,639
Computer/Network/System Upgrades - District Wide	211,433	-	211,433	-	211,433	\$ 211,433	\$ 211,433
Emergency Phone Project - District Wide	88,318	-	88,318	-	88,318	\$ 88,318	\$ 88,318
Long Range Master Plan - District Wide	289,985	-	289,985	-	289,985	\$ 289,985	\$ 289,985
Logic Domain - Capital Project Management System	55,783	-	55,783	-	55,783	\$ 53,280	\$ 53,280
Infrastructure Projects - District Wide	102,211	-	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	\$ 1,388,503
Modular Redistribution Projects (All campuses and BCTC)	3,939,832	-	3,939,832	-	3,939,832	\$ 3,939,831	\$ 3,939,831
ECS Secondary Effects - Moreno Valley	286,227	-	286,227	-	286,227	\$ 286,227	\$ 286,227
Hot Water Loop System & Boiler Replacement - Moreno Valley	869,848	-	869,848	-	869,848	\$ 869,848	\$ 869,848
ECS Building Upgrade Project - Moreno Valley / Norco	252,296	-	252,296	-	252,296	\$ 252,296	\$ 252,296
Scheduled Maintenance - Historic - District Wide	351,322	-	351,322	635,669	986,991	\$ 351,322	\$ 351,322
Safety and Site Improvement Project - Moreno Valley	719,827	-	719,827	200,000	919,827	\$ 719,827	\$ 719,827
Administrative Move to Humanities Bldg - Moreno Valley	25,990	-	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	\$ 2,649,606
Nursing Portables - Moreno Valley	705,338	-	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	\$ 4,984,261
Audio Visual Upgrade and Lighting Project - Moreno Valley	134,457	-	134,457	-	134,457	\$ 134,457	\$ 134,457
Emergency Phones Project - Moreno Valley	341,582	-	341,582	-	341,582	\$ 341,582	\$ 341,582
Mechanical Upgrade Project - Moreno Valley	660,245	-	660,245	-	660,245	\$ 660,245	\$ 660,245
Physicians Assistant Laboratory Remodel - Moreno Valley	49,191	-	49,191	-	49,191	\$ 49,191	\$ 49,191
Science Laboratories Remodel Project - Moreno Valley	302,804	-	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	\$ 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	\$ 2,931,707
Electronic Contract Document Storage - District Wide	-	-	-	-	-	\$ -	\$ -

**Riverside Community College District  
Measure C - Project Commitments Summary  
as of March 31, 2023**

Project	Project Funding Source						Actual Measure C Expenditures thru 03/31/23
	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		
	Master Plan Updates - District Wide	877,500	-	877,500	-	877,500	
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	<u>\$ 43,533,907</u>	<u>\$ -</u>	<u>\$ 43,533,907</u>	<u>\$ 17,792,807</u>	<u>\$ 61,326,714</u>	<u>\$ 43,531,403</u>	
<b><u>In-Progress or Initial Phase</u></b>							
Feasibility/Planning/Management/Staffing	\$ 1,640,638	\$ 179,477	\$ 1,820,115	\$ -	\$ 1,820,115	\$ 1,469,240	
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	\$ 12,167,643	
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	\$ 13,979,340	
Total Moreno Valley In-Progress or Initial Phase Projects	<u>\$ 34,985,838</u>	<u>\$ 179,477</u>	<u>\$ 35,165,315</u>	<u>\$ 1,272,430</u>	<u>\$ 36,437,745</u>	<u>\$ 28,639,579</u>	
Total All Moreno Valley Projects	<u>\$ 78,519,745</u>	<u>\$ 179,477</u>	<u>\$ 78,699,222</u>	<u>\$ 19,065,237</u>	<u>\$ 97,764,459</u>	<u>\$ 72,170,982</u>	
<b>Total Remaining Moreno Valley Allocation</b>			<u>\$ 53,595</u>				
<b><u>Five Year Capital Construction Plan</u></b>							
Total Moreno Valley 5 Yr Capital Construction Plan	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	

**Riverside Community College District  
Measure C - Project Commitments Summary  
as of March 31, 2023**

Project	Project Funding Source						Actual Measure C Expenditures thru 03/31/23
	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>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	\$ 6,232,049
District Design Standards	345,032	-	345,032	-	345,032	\$ 345,031	\$ 345,031
IT Upgrade (including audit) - District Wide	5,999,897	-	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	\$ 6,046,162
Total Centrally Controlled Completed Projects	\$ 18,623,140	\$ -	\$ 18,623,140	\$ 42,869	\$ 18,666,009	\$ 18,623,139	\$ 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	\$ 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	\$ 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	\$ 40,462,260	\$ 40,462,260
Total Projects All Sites	\$ 384,365,159	\$ 850,601	\$ 384,801,807	\$ 177,454,145	\$ 562,255,952	\$ 370,679,352	\$ 370,679,352
<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

\*\*03/31/23\*\*

By Site totals off due to rounding:

Completed	\$	2
In-Progress	\$	-
Total	\$	2

**Riverside Community College District**  
**Measure C - Capital Program Executive Summary Report (Quarterly)**  
**January 1, 2023 - March 31, 2023**

	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)**  
**January 1, 2023 - March 31, 2023**

<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 (NORESCO)	\$ 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>					\$ 53,595
	<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	\$ 9,552,817
<b>Total Measure C Allocation</b>	<b>\$ 78,752,817</b>

**Riverside Community College District**  
**Measure C - Capital Program Executive Summary Report (Quarterly)**  
**January 1, 2023 - March 31, 2023**

<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>					
<i>Certificates of Participation (93 &amp; 01 Refunding)</i>	\$ 2,535,893	\$ 2,535,893	\$ -	\$ -	\$ 67,106,807
<i>CO Bond Issuance Related Expenditures</i>	\$ 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 (NORESO)	\$ 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
<i>Feasibility/Planning/Mngmnt/Staffing</i>	\$ 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	\$ 6,312,971
<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)**  
**January 1, 2023 - March 31, 2023**

<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
						\$ 173,100,000
<b>Redistribution of College Specific Donations/Rebates Included in Original Allocation</b>					\$ 3,293,229	\$ 176,393,229
<b>Distribution of Interest, Donations/Rebates Income from original allocation through June 30, 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 (NORESKO)	\$ 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
<b>Remaining Measure C Funds</b>						\$ (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><u>\$ 193,069,318</u></b>



**Riverside Community College District**  
**Measure C - Capital Program Executive Summary Report (Quarterly)**  
**January 1, 2023 - March 31, 2023**

<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>					
<i>Certificates of Participation (93 &amp; 01 Refunding)</i>	\$ 737,033	\$ 737,033	\$ -	\$ -	\$ 15,508,135
<i>CO Bond Issuance Related Expenditures</i>	\$ 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
<i>Feasibility/Plng/Mngt/Staffing</i>	\$ 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	\$ 2,627,637
<b>Total Measure C Allocation</b>	<b><u>\$ 21,827,637</u></b>

**Riverside Community College District**  
**Measure C - Capital Program Executive Summary Report (Quarterly)**  
**January 1, 2023 - March 31, 2023**

<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><u>\$19,685,636</u></b>

# Board of Trustees Regular Meeting (VI.P)

Meeting	March 21, 2023
Agenda Item	Grants, Contracts and Agreements (VI.P)
Subject	Grants, Contracts and Agreements Construction Management Services Agreement with C.W. Driver LLC for the Riverside City College Football Field & Running Track Replacement Project
College/District	Riverside City College
Funding	Riverside City College General Funds and Riverside City College Measure C Allocation
Recommended Action	Recommend approving the Construction Management Services Agreement with C.W. Driver LLC for the Riverside City College Football Field & Running Track Replacement Project for the not to exceed amount of \$192,000.

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## Background Narrative:

The District issued a Request for Qualifications and Proposals (RFQ/P) on February 9, 2023 to the District's pre-qualified pool of construction management firms (CM firms) to provide construction management services for the Riverside City College Football Field & Running Track Replacement Project. The RFQ/P included a 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 two (2) RFQ/P responses. The committee members, consisting of District office and Riverside City College personnel, reviewed each proposal independently in accordance with the RFQ/P requirements and selected both CM firms for interviews.

Based on evaluations of the fee proposals, qualifications, experience, negotiated price, demonstrated competence and interviews, the committee recommends C.W. Driver LLC to provide construction management services for the Riverside City College Football Field & Running Track Replacement Project in the not to exceed amount of \$192,000, including project allowance. The term of the agreement is from March 22, 2023 to October 31, 2023.

Prepared By: FeRita Carter, Interim President, Riverside City College  
Daniel Villanueva, Interim Vice President, Business Services, Riverside City 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 22nd day of March, 2023, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT (hereinafter referred to as “District”) and C.W. DRIVER LLC (hereinafter referred to as “Construction Manager”) for construction management services relating to the RIVERSIDE CITY COLLEGE FOOTBALL FIELD & RUNNING TRACK REPLACEMENT PROJECT (hereinafter referred to as “Project”), RFQ/P #32-22/23-2.

### **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**

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 ADDITIONAL SERVICES

1.4.1 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.

1.4.2 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.

1.4.3 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.

1.4.4 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.

#### 1.5 PERSONNEL

1.5.1 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.

1.5.2 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.

1.5.3 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.

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.

4.1.6 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 a 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:

C.W. Driver LLC

Riverside Community College District

By: \_\_\_\_\_  
David Amundson  
Project Executive  
2 Technology Drive, Suite 100  
Irvine, CA 92618

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

**C.W. DRIVER LLC**

Dated: March 22, 2023

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

1.4 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.

1.5 Provide senior management support for all tasks.



2. **CONSTRUCTION COST**

2.1.1 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.

2.2 Provide recommendations regarding constructability and value engineering:

2.2.1 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.

3. **BIDDING PHASE**

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

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.

3.2 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.

4. **CONSTRUCTION PHASE**

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

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

4.3 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.

4.4 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.

4.5 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.

4.6 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.

4.7 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.

4.8 Attend the pre-construction and construction progress meetings.

4.8.1 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.

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

4.9 Regularly monitor the construction budgets and schedules:

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

4.9.2 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.

4.9.3 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.

4.9.3.1 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.

4.9.3.2 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.

4.9.3.3 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.

4.9.3.4 Construction Manager shall keep regular meeting minutes.

#### 4.10 Project Inspection Card Process.

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.

4.10.1 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.

4.10.2 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.

4.10.3 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.

4.10.4 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.

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.

4.11 Assist in the resolution of Requests for Information:

4.11.1 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.

4.11.2 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.

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

4.12.1 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.

4.12.2 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.

4.12.2.1 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.

4.12.2.2 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.

4.13 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.

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

4.14.1 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.

4.14.2 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.

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

4.16 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.

4.17 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.

4.18 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 payments made to the Contractor.

4.19 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:

4.19.1 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.

4.19.2 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.

#### 4.20 Close Out and Miscellaneous Provisions

4.20.1 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.

4.20.2 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.

4.20.3 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.

4.20.4 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.

4.20.5 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.

4.20.6 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.

4.20.7 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.

#### 5. **FEES**

5.1 The not to exceed fee for providing the described in this Agreement and Exhibits, exclusive of General Conditions, shall be One Hundred and Seventy Two Thousand Dollars (\$192,000) 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.

5.2 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.

5.3 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.

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

## **6. 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

XXXXX

Dated: X X X X, 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 XXXXX Dollars (\$XXXXX). In no event shall the General Conditions costs exceed XXXXX% 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.

## **ATTACHMENT “1”**

### **GENERAL CONDITIONS AND COSTS/ SCHEDULE**

NO GENERAL CONDITIOINS IS PART OF THIS AGREEMENT. THE GENERAL CONTRACTOR WILL BE PROVIDING THE SITE TRAILERS FOR THE CM FIRM INCLUDING ALL FURNITURE, UTILITY CONNECTION, INTERNET SERVICES, ETC. THE CM FIRM NEEDS TO PROVIDE THE CM STAFF, PROPSOED PROJECT MANGEMENT INFORMATION SYSTEM, AND THEIR PERSONAL EQUIPMENT SUCH AS CELL PHONES, LAPTOPS, PRINTERS, ETC. AND THESE ARE INCLUDED/BLENDED IN CM FEE SCHEDULE FOR CONSTRUCTION SERVICES.

**EXHIBIT “C”**  
**FEE PROPOSAL AND PROJECT SCHEDULE**

## BASIC SERVICES FEES

BASIC SERVICES FEES	FEES
Construction Management Fees	\$172,000
General Conditions	NOT APPLICABLE
Allowance	\$20,000
<b>TOTAL</b>	<b>\$192,000</b>

## STAFFING LEVELS

### Construction Services

NAME	TITLE	HOURS ASSIGNED FOR CONSTRUCTION PHASE	HOURLY RATE	TOTAL COST
Dave Amundson	Project Executive	40	\$195.30	\$7,812
Brent Pietrok	Construction Manager	880	\$101.90	\$89,672
Tom Zaczyk	Project Planner	18	\$123.05	\$2,215
Vikki McCray	Project Accountant	9	\$82.78	\$745
<b>SUBTOTAL CONSTRUCTION PHASE LABOR COST</b>				<b>\$100,444</b>
<b>MISCELLANEOUS MATERIALS</b>				<b>\$6,556</b>
<b>CM FEE</b>				<b>\$65,000</b>
<b>TOTAL</b>				<b>\$172,000</b>

# Board of Trustees Regular Meeting (VI.X)

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

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## Background Narrative:

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

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

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

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

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

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

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

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

Majd Askar, Vice President, Business Services, Moreno Valley College

Misty Griffin, Director, Business Services

Mehran Mohtasham, Director, Capital Planning

Bart Doering, Facilities Development Director

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this 17<sup>th</sup> day of January, 2023.

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President, Board of Trustees  
Riverside Community College District



**EXHIBIT “A”**

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

*(Exhibit to begin on the next page.)*



RIVERSIDE COMMUNITY COLLEGE DISTRICT

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

## GENERAL CONTRACTOR (GC) LICENSE "B" PREQUALIFICATION



FOR  
STUDENT SERVICES RENOVATION PROJECT  
MORENO VALLEY COLLEGE

RFQ# 28-22/23-3

Information Package

Issued on January 18, 2023

## TABLE OF CONTENTS

<b>Description</b>	<b>Page</b>
1. Prequalification Process	3
2. About the District	3
3. About Moreno Valley College	3
4. About the District Services	4
5. About Project Consultants	4
6. About Measure C	4
7. About Measure C Citizens Bond Oversight Committee	4
8. Prequalification Submittal Schedule	4
9. Submission of Completed Applications	5
10. Department of Industrial Relations (DIR) Information	5
11. Prequalification Submittal Package	5
12. Minimum Criteria for Prequalification	6
13. Notification of Prequalification Results	6
Part I. Contractor Declaration	8
Part II. Prequalification Questionnaire	10
Part III. Experience & References	15
Part IV. Financial Rating	20
A. Affidavit of Contractor	21
B. Attachment #1 Certificate of Accountant (Audit of a Financial Statement)	22
C. Attachment #2 Certificate of Accountant (Review of a Financial Statement)	23
D. Attachment #3 General Letter of Credit	24
Part V. Required Additional Prequalification Documents	25
A. California Contractor License Board with Proof of Licensure;	25
B. Department of Industrial Registration;	25
C. Certificate of Insurance;	25
D. Verification of Workers' Compensation Insurance;	25
E. Surety Letter;	25
F. Explanations (as appropriate).	25
Part VI. Self-Assessment Sheet	26

# Application for Contractor Prequalification

**PROJECT:** Moreno Valley College Student Services Renovation Project

**RFQ NUMBER:** 28-22/23-3

**ANTICIPATED BID DATE:** February 2023

**START OF CONSTRUCTION:** May 2023

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

## 1. PREQUALIFICATION PROCESS

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

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

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

## 2. ABOUT THE RIVERSIDE COMMUNITY COLLEGE DISTRICT (RCCD)

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

## 3. ABOUT MORENO VALLEY COLLEGE (MVC)

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

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

#### 4. ABOUT THE DISTRICT SERVICES

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

#### 5. ABOUT PROJECT CONSULTANTS

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

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

#### 6. ABOUT MEASURE C

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

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

#### 7. ABOUT MEASURE C CITIZEN BOND OVERSIGHT COMMITTEE

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

#### 8. PREQUALIFICATION SUBMITTAL SCHEDULE

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

Request for Qualification Submittal Schedule:

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

**9. SUBMISSION OF COMPLETED APPLICATIONS**

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

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

**10. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) INFORMATION**

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

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

**11. PREQUALIFICATION SUBMITTAL PACKAGE**

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

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

**Part V: Additional Prequalification Documents;**

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

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

## 12. MINIMUM CRITERIA FOR PREQUALIFICATION

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

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

## 13. NOTIFICATION OF PREQUALIFICATION RESULTS

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

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

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

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

END OF RFQ INSTRUCTIONS

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**PART I. CONTRACTOR DECLARATION**

General Contractor (as name appears on license): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: \_\_\_\_\_

**California Contractors License:**

License No(s): \_\_\_\_\_ Primary License class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

CA Department of Industrial Relations (DIR) # \_\_\_\_\_

Type of Firm: (check one) Individual \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_

Other (specify) \_\_\_\_\_

Tax I.D. No.: \_\_\_\_\_ Date Business Formed: \_\_\_\_\_

Date incorporated (if applicable): \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

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

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

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

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

END OF PART I

THE REST OF PAGE LEFT BLANK

## PART II: PREQUALIFICATION QUESTIONNAIRE

### Section 1A: Essential Requirements

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

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Exempt (Contractor has no employees)

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

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

Current Year: \_\_\_\_\_  
Previous Year: \_\_\_\_\_  
Year prior to previous year: \_\_\_\_\_

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

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

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

**Section 1B: Rated Questions**

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

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

*15 + years - 10 points*

*10 to 14 years - 7 points*

*5 to 9 years - 3 points*

*0 to 4 years - 0 points*

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

*10 + years - 10 points*

*5 to 10 years - 7 points*

*2 to 5 years - 3 points*

*0 to 2 years - 0 points*

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

*10 or more completed projects - 10 points*

*5 to 9 completed projects - 7 points*

*1 to 4 completed projects - 3 points*

*0 completed projects - 0 points*

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

*10 or more completed projects - 10 points*

*5 to 9 completed projects - 7 points*

*1 to 4 completed projects - 3 points*

*0 completed projects - 0 points*

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

If yes, please provide the address of your location: \_\_\_\_\_

*Yes - 5 points*

*No - 0 points*

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

*Greater than 30% - 10 points*

*15% to 30% - 5 points*

*Less than 15% - 0 points*

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

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

*No - 5 points*

*Yes - 0 points*

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

*No - 5 points*

*Yes - 0 points*

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

*No - 5 points*

*Yes - 0 points*

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

*No - 5 points*

*Yes - 0 points*

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

*No - 5 points*

*Yes - 0 points*

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

*No - 5 points*

*Yes - 0 points*

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

\_\_\_\_\_ Yes \_\_\_\_\_ No. If yes, on how many occasions? \_\_\_\_\_

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

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

\_\_\_\_\_ Yes \_\_\_\_\_ No. If yes, on how many occasions? \_\_\_\_\_

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

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

\_\_\_\_\_ Yes \_\_\_\_\_ No. If yes, on how many occasions? \_\_\_\_\_

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

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

*No - 5 points*  
*Yes - 0 points*

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

*No - 5 points*  
*Yes - 0 points*

END OF PART II

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**PART III: EXPERIENCE & REFERENCES**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

<b>SURETY HISTORY</b>		
<b>Company &amp; Address</b>	<b>Contact Name &amp; Phone</b>	<b>Largest Bond</b>

Single Project Bond Limit: \_\_\_\_\_

Aggregate Bond Capacity: \_\_\_\_\_

Total Value of Work in Progress: \_\_\_\_\_

Current Bond Rating: \_\_\_\_\_

END OF PART III

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## PART IV: FINANCIAL RATING

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

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

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

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

### A. Audited/Reviewed Financial Statements

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

### B. Certificate of Accountant

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

### C. General Letter of Credit (optional)

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

END OF PART IV

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**A. AFFIDAVIT OF CONTRACTOR**

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

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

**AFFIDAVIT OF AN INDIVIDUAL FOR A SOLE PROPRIETORSHIP:**

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

**PARTNERSHIP AFFIDAVIT:**

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

**CORPORATE AFFIDAVIT:**

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

Executed this \_\_\_\_\_ Day of \_\_\_\_\_, 2016,

City of \_\_\_\_\_, County of \_\_\_\_\_,

State of \_\_\_\_\_.

Signature of Applicant \_\_\_\_\_

**B. CERTIFICATE OF ACCOUNTANT**

**FOR AN AUDIT OF A FINANCIAL STATEMENT COMPLETE THIS CERTIFICATE**

STATE OF \_\_\_\_\_

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

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

\_\_\_\_\_  
(Print Name of Firm)

\_\_\_\_\_  
(Accountant must sign here)

\_\_\_\_\_  
(Telephone No.)

\_\_\_\_\_  
(License No.)

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Special Note to Accountant:

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

**C. CERTIFICATE OF ACCOUNTANT**

**FOR A REVIEW OF A FINANCIAL STATEMENT COMPLETE THIS CERTIFICATE**

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

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

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

\_\_\_\_\_  
(Print Name of Firm)

\_\_\_\_\_  
(Accountant must sign here)

\_\_\_\_\_  
(Telephone No.)

\_\_\_\_\_  
(License No.)

**Special Note to Accountant:**

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



**D. GENERAL LETTER OF CREDIT**

TO: Riverside Community College District  
3801 Market Street, 3<sup>rd</sup> Floor  
Riverside, CA 92501

ATTN: Business & Financial Services

SUBJECT: **GENERAL LETTER OF CREDIT**

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

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

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

\_\_\_\_\_  
(Name of Bank) Bank No. Code\_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City)

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

\_\_\_\_\_  
(Please type or print name & title)

## **PART V: REQUIRED ADDITIONAL PREQUALIFICATION DOCUMENTS**

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

**PART VI: SELF-ASSESSMENT SHEET**

**Company Name:** \_\_\_\_\_

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

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

Total Points Scored – Enter Value in Box at Right 

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

<b>Part IV</b>	<b>Financial Rating</b>		
	Did you provide the mandatory financial documents?	Yes	No

<b>Signed Affidavit of Contractor?</b>	Yes	No
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<b>Copy of Certificate of Insurance?</b>	Yes	No
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<b>Proof of Worker's Comp Insurance?</b>	Yes	No
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<b>Notarized Surety Letter?</b>	Yes	No
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<b>Proof of EMR for each year from WCIRB?</b>	Yes	No
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END OF RFQ

**FACILITIES PLANNING AND DEVELOPMENT  
MEASURE C CURRENT/FUTURE PROJECT SUMMARY STATUS UPDATES (APRIL 13, 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 of Summer 2024. The district is working with the General Contractor and Architect on major equipment delivery as they are experiencing manufacturer delays.
Riverside City College Football Field & Running Track Renovation Project	The project received the Division of the State Architect (DSA) approval. The BOT approved the construction manager for the project. Demolishing and removal of the existing football field turf and running track have been completed under California Multiple Award Schedules (CMAS) contracts. Construction bids for the site preparation and accessibility work is underway. Construction is planned to begin on April 19 and to be completed by August 2023.
<b>Moreno Valley College (MVC)</b>	
Student Service Welcome Center Project	The prequalification process for construction services was started in January 2023. However, only 4 responses were received. The prequalification period was extended for another 3 weeks and outreach efforts have been increased..