CITIZENS' BOND OVERSIGHT COMMITTEE

Riverside Community College District
October 10, 2024 – 3pm
District Office, Conference Room 309
3801 Market Street, Riverside, California 92501

ORDER OF BUSINESS

Pledge of Allegiance

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 <u>Riverside Community College District's YouTube Channel</u>.

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 <u>virtual comments request form</u> 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, which will be read during the public comment portion of the meeting. Submissions by email must be received prior to 3pm the day of the meeting to be included.

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

I. CALL TO ORDER

II. COMMENTS FROM THE PUBLIC

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

III. APPROVAL OF MINUTES

a. Minutes from July 11, 2024

Recommended Action: Approval

IV. PROPOSITION 39 - AUDIT UPDATE

a. Proposition 39 Governance Letter Information Only b. Proposition 39 Audit Report *Information Only*

V. MEASURE C FINANCIAL UPDATE

- a. Project Commitments Summary Report as of September 30, 2024 *Information Only*
- b. Capital Program Executive Summary (CPES) Report July to September 2024 Information Only

VI. MEASURE C PROJECTS UPDATE

- a. Board Reports Using Measure C Funding as of September 17, 2024 *Information Only*
- b. Measure C Project Summary Status Updates as of October 10, 2024 *Information Only*

VII. BUSINESS FROM COMMITTEE MEMBERS

- a. Discuss 2025 and 2026 CBOC Meeting Schedule Discussion and Action
- b. Other Business Discussion Only

VIII. ADJOURN

CITIZENS' BOND OVERSIGHT COMMITTEE

Riverside Community College District
July 11, 2024 – 3pm
District Office, Conference Room 309
3801 Market Street, Riverside, California 92501

COMMITTEE MEMBERS PRESENT

Jessica Gallardo Monica Delgadillo Michael Vahl Patricia Reynolds

ABSENT COMMITTEE MEMBERS

Dwight Tate Warren Avery

DISTRICT STAFF PRESENT

Aaron Brown, Vice Chancellor, Business & Financial Services
Rebeccah Goldware, Vice Chancellor, Institutional Advancement & Economic Development
Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development
Misty Griffin, Director, Business Services
Mark Knight, Information Architect (Participated Virtually)
Stephen Ashby, Multi-Media Operator Specialist (Participated Virtually)
Renee Vigil, Executive Administrative Assistant

CALL TO ORDER

The CBOC meeting was called to order at 3:04pm. The Pledge of Allegiance was taken. Members and District staff introductions were shared as new member Gallardo recently joined the CBOC. Members Delgadillo, Gallardo Reynolds and Vahl attended the meeting in-person. Members Avery and Tate were not in attendance.

APPROVAL OF MINUTES FROM JANUARY 11, 2024

Member Reynolds motioned to approve the minutes and member Delgadillo seconded (4 Ayes).

APPROVAL OF MINUTES FROM APRIL 11, 2024

Member Reynolds motioned to approve the minutes and member Delgadillo seconded (4 Ayes).

MEASURE C FINANCIAL UPDATE - PROJECT COMMITMENTS SUMMARY REPORT AS OF JUNE 30, 2024

Director Misty Griffin presented the Project Commitments Summary Report. The report's highlighted sections reflect financial transaction changes as of June 30, 2024. The highlighted sections highlight financial transaction changes since the last CBOC meeting. The cash on hand is reduced to \$1.24M due to the expenditures related to the Moreno Valley College (MVC) Student Services Welcome Center. The Projects Commitments section has changed due to the completion of the football field and track renovation project which is a change of \$620,000 and the in-progress projects is due to the football completion project and the Districtwide firewall project went to the Board of Trustees in April. The Program Contingency section has experienced a decrease in \$137,000 due to the Districtwide firewall project budget augmentation. There were changes to non-Measure C funding due to the completion of the football field project at Riverside City College (RCC) difference in the amount of \$1.4M and there

is an addition of \$600,000 for the Districtwide firewall other funding. Chair Vahl inquired if the stands will be open for the fall football season. Associate Vice Chancellor (AVC) Agah and Vice Chancellor (VC) Brown elaborated on the football field stands at RCC.

MEASURE C FINANCIAL UPDATE - CAPITAL PROGRAM EXECUTIVE SUMMARY (CPES) REPORT APRIL TO JUNE 2024

The CPES Report was presented by Director Griffin and reflects budgetary changes. The remaining uncommitted fund has been reduced by \$314,000 due to the budget setup of the District's firewall project. The highlighted section shows a reduction of \$1.4M non-Measure C funds due to the completion of the football field project completion. There was an increase of \$600,000 for the Districtwide firewall setup and these went to the April Board of Trustees. Member Reynolds inquired about donations for projects over the years and VC Brown elaborated that most of the donations were received for aguatics.

MEASURE C PROJECTS UPDATE - BOARD REPORTS - USING MEASURE C FUNDING AS OF APRIL 16, 2024

AVC Hussain Agah presented three Board of Trustees reports from April 16, 2024 for the Board of Trustees to approve the construction management services agreement Amendment No. 1 with C.W. Driver LLC for the not to exceed amount of \$40,774.

MEASURE C PROJECTS UPDATE - MEASURE C PROJECT SUMMARY STATUS UPDATES AS OF JULY 11, 2024

The Project Summary Updates Report was presented by AVC Agah. The RCC Life Science/Physical Science Reconstruction Project for Business Education + CIS project is now complete and occupied by the college. The District is in the process of finalizing a change order and completing construction closeout by the end of August. A grand opening ceremony is being planned for fall 2024. The MVC Student Service Welcome Center project is currently under construction with anticipated completion by January 30, 2025. The project architect has finalized the furniture plan and selection with the college and procurement is scheduled to begin in August.

DRAFT 2023-24 CBOC ANNUAL REPORT

VC Goldware presented the 2023-24 CBOC Annual Report. Annually the report is shared with the CBOC with a synopsis of the previous CBOC meeting minutes. Chair Vahl was invited to attend the September Board Committee meeting to speak about the report to the Board of Trustees. Member Delgadillo inquired about the Board of Trustees meetings moving to different locations at the District. VC Goldware shared that the annual reports are available on the CBOC website and if the Bond is successful current CBOC members might be asked to serve on two committees.

COMMENTS FROM THE PUBLIC

No comments received.

BUSINESS FROM COMMITTEE MEMBERS - OTHER BUSINESS

VC Goldware highlighted that the CBOC Bylaws only require the CBOC to meet once a year and the meeting structure might want to be changed to shift to twice a year to update the CBOC

members of activities. This will be agendized for the next CBOC meeting for discussion to incorporate the audit and annual report (suggestion to meet mid-November and sometime in August). VC Brown will provide an update about audit timing for late November or early December.

ADJOURN

The CBOC meeting was adjourned at 3:30pm.



Draft 10/04/2024(dr)



, 2024

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

We have audited the financial statements of Riverside Community College District's (the District) General Obligation Bond Construction Fund (Measure C) as of and for the year ended June 30, 2024, and have issued our report thereon dated _______, 2024. We have also performed the performance audit of the District's General Obligation Bond Construction Fund (Measure C). Professional standards require that we advise you of the following matters relating to our audit.

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

As communicated in our letter dated August 19, 2024, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Additionally, our responsibility, as described by professional standards, is to conduct a performance audit in accordance with *Government Auditing Standards*. Our audit of the financial statements and performance audit do not relieve you or management of your respective responsibilities.

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

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

Planned Scope and Timing of the Audit

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

Compliance with All Ethics Requirements Regarding Independence

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

Qualitative Aspects of the District's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the District is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during the year ended June 30, 2024. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. No such significant accounting estimates were identified.

Financial Statement Disclosures

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

Significant Difficulties Encountered during the Audit

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

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit. There were no uncorrected or corrected misstatements identified as a result of our audit procedures.

Draft 10/04/2024(dr)

Disagreements with Management

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

Circumstances that Affect the Form and Content of the Auditor's Report

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

Emphasis of Matter

As discussed in Note 1, the financial statements present only the General Obligations Bond Construction Fund (Measure C), and do not purport to, and do not, present fairly the financial position of the District as of June 30, 2024, the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Representations Requested from Management

Management's Consultations with Other Accountants

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

Other Significant Matters, Findings, or Issues

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

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

Rancho Cucamonga, California

Financial and Performance Audits General Obligation Bond Construction Fund (Measure C) June 30, 2024

Riverside Community College District

Riverside Community College District General Obligation Bond Construction Fund (Measure C) Table of Contents June 30, 2024

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Financial Audit General Obligation Bond Construction Fund (Measure C) June 30, 2024

Riverside Community College District

Independent Auditor's Report

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

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of the General Obligation Bond Construction Fund (Measure C) of the Riverside Community College District (the District), as of and for the year ended June 30, 2024, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the General Obligation Bond Construction Fund (Measure C) of the Riverside Community College District, as of June 30, 2024, and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Emphasis of Matter

As discussed in Note 1, the financial statements present only the General Obligation Bond Construction Fund (Measure C), and do not purport to, and do not, present fairly the financial position of the District as of June 30, 2024, the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit
 procedures that are appropriate in the circumstances, but not for the purpose of expressing an
 opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is
 expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report [REPORT DATE] on our consideration of the General Obligation Bond Construction Fund (Measure C) of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the General Obligation Bond Construction Fund (Measure C) of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the General Obligation Bond Construction Fund (Measure C) of the District's internal control over financial reporting and compliance.

Rancho Cucamonga, California [REPORT DATE]

Riverside Community College District General Obligation Bond Construction Fund (Measure C)

Balance Sheet June 30, 2024

Assets Investments Accounts receivable	\$	7,792,175 99,147
Total assets	\$	7,891,322
Liabilities and Fund Balance		
Liabilities Accounts payable Due to other funds	\$	1,469,003 66,372
Total liabilities		1,535,375
Fund Balance Restricted for capital projects	_	6,355,947
Total liabilities and fund balance	\$	7,891,322

Riverside Community College District General Obligation Bond Construction Fund (Measure C)

Statement of Revenues, Expenditures, and Changes in Fund Balance Year Ended June 30, 2024

Revenues Investment income Increase in fair market value of investments	\$ 439,973 223,836
Total revenues	663,809
Expenditures Salaries and benefits Supplies, services and other expenditures Capital outlay	116,471 29,836 8,691,438
Total expenditures	8,837,745
Net Change in Fund Balance	(8,173,936)
Fund Balance, Beginning	14,529,883
Fund Balance, Ending	\$ 6,355,947

Riverside Community College District General Obligation Bond Construction Fund (Measure C) Notes to Financial Statements June 30, 2024

Note 1 - Summary of Significant Accounting Policies

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

Financial Reporting Entity

The financial statements include only the General Obligation Bond Construction Fund (Measure C) Projects. This Fund was established to account for the receipt of proceeds and expenditures of general obligation bonds issued under Measure C. These financial statements are not intended to present fairly the financial position and the changes in financial position of the District in accordance with accounting principles generally accepted in the United States of America.

Fund Accounting

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

Basis of Accounting

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

Budgets and Budgetary Accounting

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

Riverside Community College District General Obligation Bond Construction Fund (Measure C) Notes to Financial Statements June 30, 2024

Encumbrances

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

Fund Balance – General Obligation Bond Construction Fund (Measure C)

As of June 30, 2024, the fund balance is classified as follows:

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

Estimates

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

Note 2 - Investments

Policies and Practices

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

Investment in County Treasury

In accordance with the *Budget and Accounting Manual*, the District maintains substantially all of its cash in the County Treasury as part of the common investment pool. The District is considered to be an involuntary participant in an external investment pool. The fair value of the District's investment in the pool is reported in the financial statements at amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio).

Riverside Community College District General Obligation Bond Construction Fund (Measure C) Notes to Financial Statements June 30, 2024

The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis. The District's investment in the County Treasury is measured at fair value on a recurring basis which is determined by the fair value per share of the underlying portfolio determined by the program sponsor. Positions in the investment pool are not required to be categorized within the fair market hierarchy.

General Authorizations

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

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

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value is to changes in market interest rates. The District manages its exposure to interest rate risk by investing in the Riverside County Investment Pool. The District maintains a General Obligation Bond Construction Fund (Measure C) investment of \$7,792,175 with the Riverside County Treasury Investment Pool, with an average maturity of 1.38 years.

Riverside Community College District General Obligation Bond Construction Fund (Measure C) Notes to Financial Statements June 30, 2024

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The District's investment in the Riverside County Treasury Investment Pool is rated Aaa/MR1 by Moody's Investor Service and AAAf/S1 by Fitch Ratings.

Note 3 - Accounts Receivable

Accounts receivable at June 30, 2024, in the amount of \$99,147 represents interest earnings that have yet to be received. All amounts have been determined by management to be fully collectable.

Note 4 - Accounts Payable

Accounts payable at June 30, 2024, represents amounts owed to vendors for both ongoing and completed constructions projects in the amount of \$1,469,003.

Note 5 - Due to Other Funds

As of June 30, 2024, the General Obligation Bond Construction Fund (Measure C) owed the General Fund of the District \$66,372 for an unrestricted rebate incentive received from the city of Riverside.

Note 6 - Commitments and Contingencies

Construction Commitments

As of June 30, 2024, the General Obligation Bond Construction Fund (Measure C) had approximately \$3.4 million in commitments with respect to unfinished capital projects.

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

Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the District's General Obligation Bond Construction Fund (Measure C) at June 30, 2024.

Independent Auditor's Report June 30, 2024

Riverside Community College District

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

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

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the General Obligation Bond Construction Fund (Measure C) of the Riverside Community College District (the District) as of and for the year ended June 30, 2024, and the related notes of the financial statements, and have issued our report thereon dated [REPORT DATE].

Emphasis of Matter

As discussed in Note 1, the financial statements present only the General Obligation Bond Construction Fund (Measure C), and do not purport to, and do not, present fairly the financial position of the District as of June 30, 2024, the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

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

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

Report on Compliance and Other Matters

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

Purpose of this Report

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

Rancho Cucamonga, California [REPORT DATE]

Riverside Community College District General Obligation Bond Construction Fund (Measure C) Financial Statement Findings June 30, 2024

None reported.

Riverside Community College District General Obligation Bond Construction Fund (Measure C) Summary Schedule of Prior Audit Findings June 30, 2024

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

Performance Audit General Obligation Bond Construction Fund (Measure C) June 30, 2024

Riverside Community College District

Independent Auditor's Report on Performance

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

We were engaged to conduct a performance audit of the General Obligation Bond Construction Fund (Measure C) of the Riverside Community College District (the District) for the year ended June 30, 2024.

We conducted this performance audit in accordance with generally accepted government auditing standards issued by the Comptroller General of the United States (*Government Audit Standards*). Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Audit Authority/Purpose

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

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

Purpose

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

Authority

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

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

Objectives of the Audit

Our audit was limited to the objectives listed below which includes determining compliance with the performance requirements as referred to in Proposition 39 and outlined in Article XIIIA, Section 1(b)(3)(C) of the California Constitution. Management is responsible for the District compliance with those requirements.

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

Scope of the Audit

The scope of our performance audit covered the period of July 1, 2023 through June 30, 2024. The population of expenditures tested included all object and project codes associated with the bond projects. The propriety of expenditures for capital projects and maintenance projects funded through other State or local funding sources, other than proceeds of the bonds, were not included within the scope of the audit. Expenditures incurred subsequent to June 30, 2024, were not reviewed or included within the scope of our audit or in this report.

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

Methodology

We obtained the general ledger and the project expenditure reports prepared by the District for the fiscal year ended June 30, 2024, for the General Obligation Bond Construction Fund (Measure C). Within the fiscal year audited, we obtained the actual invoices, purchase orders, and other supporting documentation for a sample of expenditures to ensure compliance with the requirements of Article XIIIA, Section 1(b)(3)(C) of the California Constitution and Measure C as to the approved bond projects list. We performed the following procedures:

- 1. We identified expenditures and projects charged to the general obligation bond proceeds by obtaining the general ledger and project listing.
- 2. We selected a sample of expenditures using the following criteria:
 - a) We considered all expenditures recorded in all object codes.
 - b) We considered all expenditures recorded in all projects that were funded from July 1, 2023 through June 30, 2024 from Measure C bond proceeds.
 - c) We selected all expenditures that were individually significant expenditures. Individually significant expenditures were identified based on our assessment of materiality.
 - d) For all items below the individually significant threshold identified in item 2c, judgmentally selected expenditures based on risk assessment and consideration of coverage of all object codes and projects for period starting July 1, 2023 and ending June 30, 2024.
- 3. Our sample included transactions totaling \$8,164,277. This represents 92% of the total expenditures of \$8,837,745.
- 4. We reviewed the actual invoices and other supporting documentation to determine that:
 - a) Expenditures were supported by invoices with evidence of proper approval and documentation of receipting goods or services.
 - b) Expenditures were supported by proper bid documentation, as applicable.
 - c) Expenditures were expended in accordance with voter-approved bond project list.

- d) Bond proceeds were not used for salaries of administrators or other operating expenses of the District.
- 5. We determined that the District has met the compliance requirement of Measure C if the following conditions were met:
 - a) Supporting documents for expenditures were aligned with the voter-approved bond project list.
 - b) Expenditures were not used for salaries of administrators or other operating expenses of the District.

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

Audit Results

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

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

Rancho Cucamonga, CA
[REPORT DATE]

Riverside Community College District General Obligation Bond Construction Fund (Measure C) Findings, Recommendations, and Views of Responsible Officials June 30, 2024

None reported.

Unaudited Other Information General Obligation Bond Construction Fund (Measure C) June 30, 2024

Riverside Community College District

Riverside Community College District General Obligation Bond Construction Fund (Measure C) Schedule of Bond Project Summary (Unaudited) June 30, 2024

The District has identified the following projects to be funded with proceeds from the general obligation bonds. The District incurred total expenditures of \$437,172,252 through June 30, 2024 for these projects. Capital outlay and other financing uses were as follows:

		Total Project	Actual Costs	Total Project
		Costs through	for	Costs through
_	Budget	June 30, 2023	FY 23-24	June 30, 2024
Capital Outlan				
Capital Outlay Phase I - Parking Structure - Riverside	¢20 040 662	\$ 20,940,662	ċ	\$20,940,662
	\$20,940,662	. , ,	\$ -	. , ,
Wheelock PE Complex/Athletic Field - Riverside	4,516,435	4,516,435	-	4,516,435
Swing Space - Riverside	4,273,734	4,273,733	-	4,273,733
Quad Modernization - Riverside	9,171,807	9,171,807	-	9,171,807
RCCD System Office Purchase	2,629,981	2,629,981	-	2,629,981
MLK Renovation - Riverside	1,010,614	1,010,614		1,010,614
Bridge Space - Riverside	1,175,132	1,175,132	-	1,175,132
Industrial Technology Facility Project - Norco	9,715,350	9,715,349	-	9,715,349
Computer/Network/ System Upgrades - District Wide	1,002,052	1,002,052	-	1,002,052
Phone and Voicemail Upgrades - District Wide	349,000	349,000	-	349,000
Scheduled Maintenance - Historic - District Wide	1,403,045	1,403,045	-	1,403,045
Nursing/Sciences Building - Riverside	16,347,203	16,347,203	-	16,347,203
Student/Academic Services Facility Project -	F 020 017	F 020 01C		E 020 016
Moreno Valley	5,939,817	5,939,816	-	5,939,816
Wheelock PE Complex Gymnasium Retrofit -	12 204 002	12 204 002		12 204 002
Phase I & II - Riverside	13,204,882	13,204,882	120.070	13,204,882
Feasibility / Planning / Management / Staffing	8,626,136	6,997,630	136,976	7,134,606
Stokoe Innovative Learning Center - Riverside	7,399,505	7,399,506	-	7,399,506
ECS Secondary Effects - Moreno Valley	286,227	286,227	-	286,227
Room Renovations - Norco	100,019	100,019	-	100,019
Food Services Remodel - Riverside	987,705	987,705	-	987,705
Food Services Remodel - Moreno Valley	2,649,606	2,649,607	-	2,649,607
Infrastructure Projects - District Wide	484,414	484,414	-	484,414
Hot Water Loop System & Boiler Repl Moreno Valley	869,848	869,848	-	869,848
Emergency Phone Project - District Wide	379,717	379,717	-	379,717
Utility Retrofit Project - District Wide	6,181,188	6,181,189	-	6,181,189
Modular Redistribution Norco/MoVal/BC/Riv	8,425,862	8,425,862	-	8,425,862
ECS Building Upgrade Project - Moreno Valley/Norco	389,561	389,561	-	389,561
PBX Building - Riverside	428,119	428,119	-	428,119
PBX / NOC / M & O Facility - Norco	11,277,010	11,277,010	-	11,277,010
PBX / NOC / M & O Facility - Moreno Valley	2,931,707	2,931,707	-	2,931,707
Life Science / Physical Science Reconstruction - Riverside	6,308,563	916,866	5,333,688	6,250,554
Center for Student Success - Norco	15,633,873	15,633,873	-	15,633,873
Long Range Master Plan - District Wide	1,439,077	1,439,077	-	1,439,077
Logic Domain - Capital Project Management System	301,695	261,843	9,330	271,173
Aquatics Center - Riverside	10,874,233	10,874,233	-	10,874,233
Soccer Field / Artificial Turf - Norco	3,879,314	3,879,314	-	3,879,314
Learning Gateway Building - Moreno Valley	4,984,261	4,984,261	-	4,984,261
Bradshaw Building Electrical Project - Riverside	366,353	366,353	-	366,353
Quad Basement Remodel Project - Riverside	352,941	352,941	-	352,941
Black Box Theatre Remodel Project - Riverside	10,955	10,955	-	10,955
Technology Building A Remodel Project - Riverside	11,375	11,375	-	11,375
Center for Health, Wellness, and Kinesiology	00.500	22.522		00.500
Phase I - Norco	86,500	86,500	-	86,500
Health Science Center - Moreno Valley	164,971	164,971	-	164,971
ADA Transition Plan - District Wide	6,046,162	6,046,162	-	6,046,162
March Dental Education Center - Moreno Valley	9,877,088	9,877,088	-	9,877,088
Secondary Effects Project - Norco	16,028,180	16,028,180	-	16,028,180

June 30, 2024

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

Capital Outlay (continued) Utility infrastructure Project - District Wide \$ 6,232,049 \$ 6,232,049 \$ 6,632,049 \$ 6,632,049 \$ 6,632,049 \$ 6,632,049 \$ 6,632,049 \$ 6,632,049 \$ 6,632,049 \$ 6,632,049 \$ 6,632,049 \$ 6,632,049 \$ 6,636,044 \$ 6,644,045 \$ 6,444,045 \$ 6,44	_		Budget	Co	otal Project ests through ne 30, 2023		ctual Costs for FY 23-24	Co	otal Project osts through ne 30, 2024
Utility Infrastructure Project - District Wide \$6,232,049 \$6,232,049 \$6,7342 \$967,442 \$	Capital Outlay (continued)								
Safety and Site Improvement Project - Norco 967,442 967,442 967,442 967,442 719,827 2,5990 Sc,5990 25,990 25,990 25,990 25,990 25,990 25,990 25,990 25,990 32,804 302,804 <	, , ,	¢	6 222 040	¢	6 232 040	¢	_	Ċ	6 232 040
Safety and Site Improvement Project - Moreno Valley 719,827 719,827 2,982 Administrative Move to Humanities Bidg - Moreno Valley 302,804 302,804 302,804 Ben Clark Public Safety Training Center - Center Status - Moreno Valley 13,084,500 12,127,594 2,087 12,129,681 Interim Parking Lease - Riverside 177,023 177,023 177,023 177,023 Center for Human Performance - Moreno Valley 112,009 112,009 112,009 Cosmetology Building - Riverside 142,500 142,500 142,500 Alumni Carriage House Restoration Project 122,270 122,270 IT Uggrade (including audit) - District Wide 5,999,897 5,999,897 5,999,897 Culinary Arts / District Office Building - District 33,327,857 33,327,857 33,227,857 Parking Structure Fall Delearement - Norco 161,847		ڔ		ڔ		۲	_	ڔ	
Administrative Move to Humanities Bidg - Moreno Valley Science Laboratories Remodel Project - Moreno Valley Ben Clark Public Safety Training Center - Center Status - Moreno Valley 13,084,500 12,127,594 2,087 12,129,681 Interim Parking Lease - Riverside 177,023 177,023 177,023 177,023 177,023 Center for Human Performance - Moreno Valley 112,009 112,009 112,009 112,009 112,009 112,009 112,009 112,009 112,009 112,009 112,009 112,009 Alumni Carriage House Restoration Project 122,270 122,270 122,270 122,270 170 Ugrade (including audit) - District Wide 5,999,897 5,999,897 5,999,897 5,999,897 Culinary Arts / District Office Building - District Wide 5,999,897 5,999,							_		
Science Laboratories Remodel Project - Moreno Valley 302,804 302,804 302,804 302,804 Ben Clark Public Safety Training Center - Center Status - Moreno Valley 13,084,500 12,127,594 2,087 12,129,681 Interim Parking Lease - Riverside 177,023 177,023 177,023 177,023 177,023 177,023 177,023 177,023 177,023 177,023 177,023 172,009 - 112,009 - 122,007 - 122,270 - 12							_		
Ben Clark Public Safety Training Center - Center Status - Moreno Valley 13,084,500 12,127,594 2,087 12,129,681 Interim Parking Lease - Riverside 177,023 177,023 - 177,023 177,023 - 177,023 177,023 - 177,024 - 177,023 - 177,023 - 177,023 - 177,023 - 177,023 - 177,023 - 177,023 - 177,023 - 177,023 - 177,023 - 177,023 - 177,023 - 177,023 - 177,023 - 177,023 - 177,029					•		-		
Moreno Valley			302,804		302,804		-		302,804
Interim Parking Lease - Riverside	· · · · · · · · · · · · · · · · · · ·		12 004 500		12 127 504		2.007		12 120 601
Center for Human Performance - Moreno Valley Cosmetology Building - Riverside Alumni Carriage House Restoration Project 112,270 112,27	· · · · · · · · · · · · · · · · · · ·						2,087		
Cosmetology Building - Riverside Alumin Carriage House Restoration Project 122,270 122							-		
Alumni Carriage House Restoration Project 122,270 122,270 1 122,270 1 1 Upgrade (including audit) - District Wide 5,999,897 5,999,897 5,999,897 5,999,897 33,327,857 33,327,857 33,327,857 33,327,857 33,327,857 33,327,857 33,327,857 33,327,857 33,327,857 33,327,857 33,327,857 33,327,857 33,327,857 33,327,857 33,327,857 33,327,857 33,327,857 33,327,857 34,575 Parking Structure Fall Deterrent - Riverside 7,576 7,					•		-		,
Tr Upgrade (Including audit) - District Wide					•		-		
Culinary Arts / District Office Building - District 33,327,857 7,576 7,577 7,576 7,576 7,576 7,576 7,576 7,576 7,576 7,576 7,576 7,576 7,5					•		-		
Parking Structure Fall Deterrent - Riverside 7,576							-		
Nursing Portables - Moreno Valley 705,338 705,338 - 705,338 Central Plant Boiler Replacement - Norco 161,847 161,847 161,847 161,847 DSA Project Closures - District Wide 7,290 7,290 - 7,290 Scheduled Maintenance - New - District Wide 2,860,000 2,652,532 - 2,652,532 Program Contingnecy 413,953 District Design Standards 345,032 345,031 - 345,031 Library Learning Center - Moreno Valley 143,000 142,914 - 142,914 Student Services Building - Riverside 22,291,234 22,291,234 22,291,234 Lovekin Parking/Tennis Project - Riverside 4,351,724 4,351,724 - 4,351,724 Food Services "grab-n'-go" Facility Project - Riverside 81,372 81,372 - 81,372 Master Plan Updates - District Wide 2,008,337 2,008,338 - 2,008,338 Swing Space - Market Street Properties 737,303 737,303 - 737,303 Groundwater Monitoring Wells - Norco 211,149 211,149 - 211,149 Emergency Phone Project - Moreno Valley 341,582 341,582 Self-Generation Incentive Program - Norco 3,110,000 3,084,801 - 3,084,801 Physicians Assistant Laboratory Remodel - Moreno Valley 49,191 49,191 - 49,191 Visual & Performing Arts Center - Norco 114,000 114,000 - 114,000 Audio Visual Upgrade and Lighting Project - Moreno Valley 19,404 114,000 - 114,000 Audio Visual Upgrade Project - Moreno Valley 19,20,000 500,000 - 500,000 Student Services Project - Riverside 18,879 18,879 - 18,879 Greenhouse Project - Riverside 500,000 500,000 - 500,000 Student Services Project - Riverside 19,20,000 14,067,489 2,420,973 16,488,62 Elevator Modernization & Fire Alarm System Upgrade - Moreno Valley 677,594 677,594 677,594 Corrections Platform Training Facility Moreno Valley 677,594 677,594 677,594 Corrections Platform Training Facility Moreno Valley 677,594 677,594 677,594 Football Field and Running Track Renovation - Riverside 14,006 - 314,016 314,016 Coil School for the Arts - Riverside 24,280,001 25,736,077 - 25,736,077 Coil School for the Arts - Parking Structure 1,456,076							-		
Central Plant Boiler Replacement - Norco 161,847 161,847 - 161,847 DSA Project Closures - District Wide 7,290 7,290 - 7,290 Scheduled Maintenance - New - District Wide 2,860,000 2,652,532 - 2,652,532 Program Contingnecy 413,953 - - - - District Design Standards 345,032 345,031 - 345,031 Library Learning Center - Moreno Valley 143,000 142,914 - 142,914 Student Services Building - Riverside 22,291,234 22,291,234 - 22,291,234 Lovekin Parking/Tennis Project - Riverside 4,351,724 4,351,724 - 4,351,724 Food Services "grad-n-leg" Facility Project - Riverside 81,372 81,372 81,372 81,372 Master Plan Updates - District Wide 2,008,337 2,008,338 - 2,008,338 Swing Space - Market Street Properties 737,303 737,303 - 737,303 Groundwater Monitoring Wells - Norco 211,149 211,149 111,149 -							-		,
DSA Project Closures - District Wide 7,290 7,290 7,290 Scheduled Maintenance - New - District Wide 2,860,000 2,652,532 2,652,532 Program Contingnecy 413,953 - - District Design Standards 345,032 345,031 - 345,031 Library Learning Center - Moreno Valley 143,000 142,914 142,914 Student Services Building - Riverside 22,291,234 22,291,234 22,291,234 Lovekin Parking/Tennis Project - Riverside 4,351,724 4,351,724 - Food Services "grab-n'-go" Facility Project - Riverside 81,372 81,372 81,372 Master Plan Updates - District Wide 2,008,333 2,008,338 2,008,338 Swing Space - Market Street Properties 737,303 737,303 737,303 Groundwater Monitoring Wells - Norco 211,149 211,149 211,149 Emergency Phone Project - Moreno Valley 341,582 341,582 Self-Generation Incentive Program - Norco 3,110,000 3,084,801 3,084,801 Physicians Assistant Laboratory Remodel - Moreno Valley 49,191	•						-		
Scheduled Maintenance - New - District Wide 2,860,000 2,652,532 - 2,652,532 Program Contingnecy 413,953 - - - District Design Standards 345,031 - 345,031 Library Learning Center - Moreno Valley 143,000 142,914 - 142,914 Student Services Building - Riverside 22,291,234 22,291,234 - 22,291,234 Lovekin Parking/Tennis Project - Riverside 4,351,724 4,351,724 - 4351,722 Food Services "grab-n'-go" Facility Project - Riverside 81,372 81,372 - 81,372 Master Plan Updates - District Wide 2,008,337 2,008,338 - 2,008,338 Swing Space - Market Street Properties 737,303 737,303 737,303 737,303 Groundwater Monitoring Wells - Norco 211,149 211,149 - 211,149 Emergency Phone Project - Moreno Valley 341,582 341,582 341,582 341,582 Self-Generation Incentive Program - Norco 3,110,000 3,084,801 - 49,191 V			•				-		,
Program Contingnecy A13,953 345,031 345,1724 345,172	•						-		
District Design Standards Library Learning Center - Moreno Valley 143,000 142,914 142,914 142,914 142,914 142,914 143,000 142,914 142,914 142,914 142,914 142,914 142,914 142,914 142,914 142,912,334 142,912,334 142,912,334 143,000 142,914 142,914 142,914 142,914 142,914 142,914 142,914 142,914 143,51,724 144,51,724 144					2,652,532		-		2,652,532
Library Learning Center - Moreno Valley Student Services Building - Riverside Lovekin Parking/Tennis Project - Riverside Lovekin Parking/Tennis Project - Riverside Lovekin Parking/Tennis Project - Riverside A,351,724 Lovekin Parking/Tennis Project - Moreno Valley Assing Space - Market Street Properties Toronal Riverside Self-Generation Incentive Program - Norco Auflow Physicians Assistant Laboratory Remodel - Moreno Valley Ay.191 Lisual & Performing Arts Center - Norco Audio Visual Upgrade and Lighting Project - Moreno Valley Ay.191 Loveking Arts Center - Norco Audio Visual Upgrade Project - Moreno Valley Ay.191 Loveking Arts Center - Norco Audio Visual Upgrade Project - Moreno Valley Ay.191 Loveking Arts Center - Norco Audio Visual Upgrade Project - Moreno Valley Ay.191 Loveking Arts Center - Norco Audio Visual Upgrade Project - Moreno Valley Ay.191 Loveking Arts Center - Norco Audio Visual Upgrade Project - Moreno Valley Ay.191 Loveking Arts Center - Norco Audio Visual Upgrade Project - Moreno Valley Ay.191 Ay.19					-		-		-
Student Services Building - Riverside 22,291,234 22,291,234 - 22,291,234 Lovekin Parking/Tennis Project - Riverside 4,351,724 4,351,724 - 4,351,724 Food Services "grab-n'-go" Facility Project - Riverside 81,372 81,372 - 81,372 Master Plan Updates - District Wide 2,008,333 2,008,338 - 2,008,338 Swing Space - Market Street Properties 737,303 737,303 - 737,303 Groundwater Monitoring Wells - Norco 211,149 211,149 - 211,149 Emergency Phone Project - Moreno Valley 341,582 341,582 - 341,582 Self-Generation Incentive Program - Norco 3,110,000 3,084,801 - 3,084,801 Physicians Assistant Laboratory Remodel - Moreno Valley 49,191 49,191 - 49,191 Visual & Performing Arts Center - Norco 114,000 114,000 - 114,000 Audio Visual Upgrade and Lighting Project - Moreno Valley 660,245 660,245 - 660,245 Mechanical Upgrade Project - Moreno Valley 134,457 134,457 134,457 134,457 18,879 18,879 Greenhouse Project - Riverside <td< td=""><td><u> </u></td><td></td><td>•</td><td></td><td>•</td><td></td><td>-</td><td></td><td>,</td></td<>	<u> </u>		•		•		-		,
Lovekin Parking/Tennis Project - Riverside Food Services "grab-n"-go" Facility Project - Riverside R1,372 Master Plan Updates - District Wide Z,008,337 Z,008,338 Swing Space - Market Street Properties R37,303 Groundwater Monitoring Wells - Norco RIL,149 Emergency Phone Project - Moreno Valley Emergency Phone Project - Moreno Valley Rysicians Assistant Laboratory Remodel - Moreno Valley Visual & Performing Arts Center - Norco Audio Visual Upgrade and Lighting Project - Moreno Valley Mechanical Upgrade Project - Moreno Valley Repater Booster Systerm - Riverside Riverside Rogenhouse Project - Riverside Rogenbouse Project - Riverside Rogenbouse Project - Riverside Rogenbouse Project - Riverside Rogenbouse Project - Moreno Valley Rogenbouse Project - Riverside Rogenbouse Project - Moreno Valley Rogenbouse Project - Riverside Rogenbouse Project - Riverside Rogenbouse Project - Riverside Rogenbouse Project - Rogenbouse Upgrade - Moreno Valley Rogenbouse Rogenbo			143,000		•		-		
Food Services "grab-n'-go" Facility Project - Riverside 81,372 81,372 - 81,372 Master Plan Updates - District Wide 2,008,337 2,008,338 - 2,008,338 Swing Space - Market Street Properties 737,303 737,303 - 737,303 Groundwater Monitoring Wells - Norco 211,149 211,149 - 211,149 Emergency Phone Project - Moreno Valley 341,582 341,582 - 341,582 Self-Generation Incentive Program - Norco 3,110,000 3,084,801 - 3,084,801 Physicians Assistant Laboratory Remodel - Moreno Valley 49,191 49,191 - 49,191 Visual & Performing Arts Center - Norco 114,000 114,000 - 114,000 Audio Visual Upgrade and Lighting Project - - - - - Moreno Valley 134,457 134,457 - 134,457 Mechanical Upgrade Project - Moreno Valley 660,245 660,245 - 660,245 Cellular Repeater Booster Systerm - Riverside 18,879 18,879 - 18,879 <t< td=""><td>Student Services Building - Riverside</td><td></td><td></td><td></td><td>22,291,234</td><td></td><td>-</td><td></td><td>22,291,234</td></t<>	Student Services Building - Riverside				22,291,234		-		22,291,234
Master Plan Updates - District Wide 2,008,337 2,008,338 - 2,008,338 Swing Space - Market Street Properties 737,303 737,303 - 737,303 Groundwater Monitoring Wells - Norco 211,149 211,149 - 211,149 Emergency Phone Project - Moreno Valley 341,582 341,582 - 341,582 Self-Generation Incentive Program - Norco 3,110,000 3,084,801 - 3,084,801 Physicians Assistant Laboratory Remodel - Moreno Valley 49,191 49,191 - 49,191 Visual & Performing Arts Center - Norco 114,000 114,000 - 114,000 Audio Visual Upgrade and Lighting Project - - - - - Moreno Valley 134,457 134,457 - 134,457 Mechanical Upgrade Project - Moreno Valley 60,245 660,245 - 660,245 Cellular Repeater Booster Systerm - Riverside 18,879 18,879 - 18,879 Greenhouse Project - Moreno Valley 19,200,000 14,067,489 2,420,973 16,488,462	Lovekin Parking/Tennis Project - Riverside		4,351,724		4,351,724		-		4,351,724
Swing Space - Market Street Properties 737,303 737,303 - 737,303 Groundwater Monitoring Wells - Norco 211,149 211,149 - 211,149 Emergency Phone Project - Moreno Valley 341,582 341,582 - 341,582 Self-Generation Incentive Program - Norco 3,110,000 3,084,801 - 3,084,801 Physicians Assistant Laboratory Remodel - Moreno Valley 49,191 49,191 - 49,191 Visual & Performing Arts Center - Norco 114,000 114,000 - 114,000 Audio Visual Upgrade and Lighting Project - Moreno Valley 134,457 134,457 - 134,457 Moreno Valley 660,245 660,245 - 660,245 Cellular Repeater Booster Systerm - Riverside 18,879 18,879 - 18,879 Greenhouse Project - Riverside 500,000 500,000 - 500,000 Student Services Project - Moreno Valley 19,200,000 14,067,489 2,420,973 16,488,462 Elevator Modernization & Fire Alarm System Upgrade - Moreno Valley 979,093 979,093 <t< td=""><td>Food Services "grab-n'-go" Facility Project - Riverside</td><td></td><td>81,372</td><td></td><td>81,372</td><td></td><td>-</td><td></td><td>81,372</td></t<>	Food Services "grab-n'-go" Facility Project - Riverside		81,372		81,372		-		81,372
Groundwater Monitoring Wells - Norco 211,149 211,149 - 211,149 Emergency Phone Project - Moreno Valley 341,582 341,582 - 341,582 Self-Generation Incentive Program - Norco 3,110,000 3,084,801 - 3,084,801 Physicians Assistant Laboratory Remodel - Moreno Valley 49,191 49,191 - 49,191 Visual & Performing Arts Center - Norco 114,000 114,000 - 114,000 Audio Visual Upgrade and Lighting Project - - - - - Moreno Valley 134,457 134,457 - 134,457 Mechanical Upgrade Project - Moreno Valley 660,245 660,245 - 660,245 Cellular Repeater Booster Systerm - Riverside 18,879 18,879 - 18,879 Greenhouse Project - Riverside 500,000 500,000 - 500,000 Student Services Project - Moreno Valley 19,200,000 14,067,489 2,420,973 16,488,462 Elevator Modernization & Fire Alarm System Upgrade - - - - -	Master Plan Updates - District Wide		2,008,337		2,008,338		-		2,008,338
Emergency Phone Project - Moreno Valley 341,582 341,582 - 341,582 Self-Generation Incentive Program - Norco 3,110,000 3,084,801 - 3,084,801 Physicians Assistant Laboratory Remodel - Moreno Valley 49,191 49,191 - 49,191 Visual & Performing Arts Center - Norco 114,000 114,000 - 114,000 Audio Visual Upgrade and Lighting Project - Moreno Valley 134,457 134,457 - 134,457 Mechanical Upgrade Project - Moreno Valley 660,245 660,245 - 660,245 Cellular Repeater Booster Systerm - Riverside 18,879 18,879 - 18,879 Greenhouse Project - Riverside 500,000 500,000 - 500,000 Student Services Project - Moreno Valley 19,200,000 14,067,489 2,420,973 16,488,462 Elevator Modernization & Fire Alarm System Upgrade - Moreno Valley 979,093 979,093 - 979,093 Corrections Platform Training Facility Moreno Valley 677,594 677,594 - 677,594 Soccer Field Turf Replacement - Norco 250,324 250,324 - 250,324 Fot	Swing Space - Market Street Properties		737,303		737,303		-		737,303
Self-Generation Incentive Program - Norco 3,110,000 3,084,801 - 3,084,801 Physicians Assistant Laboratory Remodel - Moreno Valley 49,191 49,191 - 49,191 Visual & Performing Arts Center - Norco 114,000 114,000 - 114,000 Audio Visual Upgrade and Lighting Project - - - - - Moreno Valley 660,245 660,245 - 660,245 Mechanical Upgrade Project - Moreno Valley 18,879 18,879 - 18,879 Greenhouse Project - Riverside 19,200,000 500,000 - 500,000 Student Services Project - Moreno Valley 19,200,000 14,067,489 2,420,973 16,488,462 Elevator Modernization & Fire Alarm System Upgrade - - - - - Moreno Valley 979,093 979,093 - 979,093 Corrections Platform Training Facility Moreno Valley 677,594 677,594 - 677,594 Soccer Field Turf Replacement - Norco 250,324 250,324 - 250,324 Forball Fi	Groundwater Monitoring Wells - Norco		211,149		211,149		-		211,149
Physicians Assistant Laboratory Remodel - Moreno Valley 49,191 49,191 - 49,191 Visual & Performing Arts Center - Norco 114,000 114,000 - 114,000 Audio Visual Upgrade and Lighting Project - Moreno Valley 134,457 134,457 - 134,457 Mechanical Upgrade Project - Moreno Valley 660,245 660,245 - 660,245 Cellular Repeater Booster Systerm - Riverside 18,879 18,879 - 18,879 Greenhouse Project - Riverside 500,000 500,000 - 500,000 Student Services Project - Moreno Valley 19,200,000 14,067,489 2,420,973 16,488,462 Elevator Modernization & Fire Alarm System Upgrade - Moreno Valley 979,093 979,093 - 979,093 Corrections Platform Training Facility Moreno Valley 677,594 677,594 - 677,594 Soccer Field Turf Replacement - Norco 250,324 250,324 - 250,324 Football Field and Running Track Renovation - Riverside 620,675 - 620,675 620,675 Firewall Project - District Wide 314	Emergency Phone Project - Moreno Valley		341,582		341,582		-		341,582
Physicians Assistant Laboratory Remodel - Moreno Valley 49,191 49,191 - 49,191 Visual & Performing Arts Center - Norco 114,000 114,000 - 114,000 Audio Visual Upgrade and Lighting Project - Moreno Valley 134,457 134,457 - 134,457 Mechanical Upgrade Project - Moreno Valley 660,245 660,245 - 660,245 Cellular Repeater Booster Systerm - Riverside 18,879 18,879 - 18,879 Greenhouse Project - Riverside 500,000 500,000 - 500,000 Student Services Project - Moreno Valley 19,200,000 14,067,489 2,420,973 16,488,462 Elevator Modernization & Fire Alarm System Upgrade - Moreno Valley 979,093 979,093 - 979,093 Corrections Platform Training Facility Moreno Valley 677,594 677,594 - 677,594 Soccer Field Turf Replacement - Norco 250,324 250,324 - 250,324 Football Field and Running Track Renovation - Riverside 620,675 - 620,675 620,675 Firewall Project - District Wide 314	Self-Generation Incentive Program - Norco		3,110,000		3,084,801		-		3,084,801
Audio Visual Upgrade and Lighting Project -	Physicians Assistant Laboratory Remodel - Moreno Valley				49,191		-		49,191
Moreno Valley 134,457 134,457 - 134,457 Mechanical Upgrade Project - Moreno Valley 660,245 660,245 - 660,245 Cellular Repeater Booster Systerm - Riverside 18,879 18,879 - 18,879 Greenhouse Project - Riverside 500,000 500,000 - 500,000 Student Services Project - Moreno Valley 19,200,000 14,067,489 2,420,973 16,488,462 Elevator Modernization & Fire Alarm System Upgrade - - - - - Moreno Valley 979,093 979,093 - 979,093 Corrections Platform Training Facility Moreno Valley 677,594 677,594 - 677,594 Soccer Field Turf Replacement - Norco 250,324 250,324 - 250,324 Football Field and Running Track Renovation - Riverside 620,675 - 620,675 620,675 Firewall Project - District Wide 314,016 - 314,016 314,016 Coil School for the Arts - Riverside 24,280,001 25,736,077 - 25,736,077 <td< td=""><td>Visual & Performing Arts Center - Norco</td><td></td><td>114,000</td><td></td><td>114,000</td><td></td><td>-</td><td></td><td>114,000</td></td<>	Visual & Performing Arts Center - Norco		114,000		114,000		-		114,000
Mechanical Upgrade Project - Moreno Valley 660,245 660,245 - 660,245 Cellular Repeater Booster Systerm - Riverside 18,879 18,879 - 18,879 Greenhouse Project - Riverside 500,000 500,000 - 500,000 Student Services Project - Moreno Valley 19,200,000 14,067,489 2,420,973 16,488,462 Elevator Modernization & Fire Alarm System Upgrade - - - - - Moreno Valley 979,093 979,093 - 979,093 Corrections Platform Training Facility Moreno Valley 677,594 677,594 - 677,594 Soccer Field Turf Replacement - Norco 250,324 250,324 - 250,324 Football Field and Running Track Renovation - Riverside 620,675 - 620,675 620,675 Firewall Project - District Wide 314,016 - 314,016 314,016 Coil School for the Arts - Riverside 24,280,001 25,736,077 - 25,736,077 Coil School for the Arts - Parking Structure 1,456,076 - - - - -	Audio Visual Upgrade and Lighting Project -								-
Cellular Repeater Booster Systerm - Riverside 18,879 18,879 - 18,879 Greenhouse Project - Riverside 500,000 500,000 - 500,000 Student Services Project - Moreno Valley 19,200,000 14,067,489 2,420,973 16,488,462 Elevator Modernization & Fire Alarm System Upgrade - - - - - Moreno Valley 979,093 979,093 - 979,093 Corrections Platform Training Facility Moreno Valley 677,594 677,594 - 677,594 Soccer Field Turf Replacement - Norco 250,324 250,324 - 250,324 Football Field and Running Track Renovation - Riverside 620,675 - 620,675 620,675 Firewall Project - District Wide 314,016 - 314,016 314,016 Coil School for the Arts - Riverside 24,280,001 25,736,077 - 25,736,077 Coil School for the Arts - Parking Structure 1,456,076 - - - - -	Moreno Valley		134,457		134,457		-		134,457
Cellular Repeater Booster Systerm - Riverside 18,879 18,879 - 18,879 Greenhouse Project - Riverside 500,000 500,000 - 500,000 Student Services Project - Moreno Valley 19,200,000 14,067,489 2,420,973 16,488,462 Elevator Modernization & Fire Alarm System Upgrade - - - - - Moreno Valley 979,093 979,093 - 979,093 Corrections Platform Training Facility Moreno Valley 677,594 677,594 - 677,594 Soccer Field Turf Replacement - Norco 250,324 250,324 - 250,324 Football Field and Running Track Renovation - Riverside 620,675 - 620,675 620,675 Firewall Project - District Wide 314,016 - 314,016 314,016 Coil School for the Arts - Riverside 24,280,001 25,736,077 - 25,736,077 Coil School for the Arts - Parking Structure 1,456,076 - - - -	Mechanical Upgrade Project - Moreno Valley		660,245		660,245		-		660,245
Greenhouse Project - Riverside 500,000 500,000 - 500,000 Student Services Project - Moreno Valley 19,200,000 14,067,489 2,420,973 16,488,462 Elevator Modernization & Fire Alarm System Upgrade - - - - - Moreno Valley 979,093 979,093 - 979,093 Corrections Platform Training Facility Moreno Valley 677,594 677,594 - 677,594 Soccer Field Turf Replacement - Norco 250,324 250,324 - 250,324 Football Field and Running Track Renovation - Riverside 620,675 - 620,675 620,675 Firewall Project - District Wide 314,016 - 314,016 314,016 Coil School for the Arts - Riverside 24,280,001 25,736,077 - 25,736,077 Coil School for the Arts - Parking Structure 1,456,076 - - - -			18,879		18,879		-		18,879
Student Services Project - Moreno Valley 19,200,000 14,067,489 2,420,973 16,488,462 Elevator Modernization & Fire Alarm System Upgrade - Moreno Valley 979,093 979,093 979,093 979,093 Corrections Platform Training Facility Moreno Valley 677,594 677,594 677,594 677,594 Soccer Field Turf Replacement - Norco 250,324 250,324 - 250,324 Football Field and Running Track Renovation - Riverside 620,675 - 620,675 620,675 Firewall Project - District Wide 314,016 - 314,016 314,016 Coil School for the Arts - Riverside 24,280,001 25,736,077 - 25,736,077 Coil School for the Arts - Parking Structure 1,456,076 - - - -			500,000		500,000		-		500,000
Selevator Modernization & Fire Alarm System Upgrade - Moreno Valley 979,093 979,			19,200,000		14,067,489		2,420,973		16,488,462
Moreno Valley 979,093 979,093 - 979,093 Corrections Platform Training Facility Moreno Valley 677,594 677,594 - 677,594 Soccer Field Turf Replacement - Norco 250,324 250,324 - 250,324 Football Field and Running Track Renovation - Riverside 620,675 - 620,675 620,675 Firewall Project - District Wide 314,016 - 314,016 314,016 Coil School for the Arts - Riverside 24,280,001 25,736,077 - 25,736,077 Coil School for the Arts - Parking Structure 1,456,076 - - - -							-		
Corrections Platform Training Facility Moreno Valley Soccer Field Turf Replacement - Norco 250,324 Football Field and Running Track Renovation - Riverside Firewall Project - District Wide 314,016 Coil School for the Arts - Riverside Coil School for the Arts - Parking Structure 1,456,076 677,594 250,324 250,324 - 620,675 620,675 - 620,675 314,016 25,736,077 - 25,736,077			979,093		979,093		_		979,093
Soccer Field Turf Replacement - Norco 250,324 250,324 - 250,324 Football Field and Running Track Renovation - Riverside 620,675 - 620,675 620,675 Firewall Project - District Wide 314,016 - 314,016 314,016 Coil School for the Arts - Riverside 24,280,001 25,736,077 - 25,736,077 Coil School for the Arts - Parking Structure 1,456,076 - - - -							_		
Football Field and Running Track Renovation - Riverside Firewall Project - District Wide Soli School for the Arts - Riverside Coil School for the Arts - Parking Structure Soli School for the Arts - Parking Structure							-		
Firewall Project - District Wide 314,016 - 314,016 314,016 Coil School for the Arts - Riverside 24,280,001 25,736,077 - 25,736,077 Coil School for the Arts - Parking Structure 1,456,076 - - - -	·				-		620.675		
Coil School for the Arts - Riverside 24,280,001 25,736,077 - 25,736,077 Coil School for the Arts - Parking Structure 1,456,076 - - - -					_				
Coil School for the Arts - Parking Structure 1,456,076	•				25,736.077		,		
<u> </u>					-		-		-
Total capital outlay \$367,707,335 352,976,466 8,837,745 \$ 361,814,211	-		,,						
	Total capital outlay	\$	367,707,335		352,976,466		8,837,745	\$	361,814,211

Riverside Community College District General Obligation Bond Construction Fund (Measure C) Schedule of Bond Project Summary (Unaudited) June 30, 2024

	Budget	Total Project Costs through June 30, 2023	osts through for	
Other Financing Uses				
Series A Refunding Escrow	\$ 57,686,474	\$ 57,686,474	\$ -	\$ 57,686,474
COPS Payoffs	11,582,875	11,582,875	-	11,582,875
Costs of issuance	2,839,859	3,154,842	-	3,154,842
Debt service	2,835,612	2,835,612	-	2,835,612
Election costs	98,238	98,238		98,238
Total other financing uses	75,043,058	75,358,041		75,358,041
Total capital outlay and other financing uses	\$ 442,750,393	\$ 428,334,507	\$ 8,837,745	\$ 437,172,252

Riverside Community College District Measure C - Project Commitments Summary

Series A, Series B, Series A Refunding, Series 2007 C, Series 2010 D, Series 2015 E, Series 2019 F as of September 30, 2024

Measure C Authorization		
Voter Approved Measure C Authorization - March 2004 Issuances Series 2004 A through Series 2019 F		\$ 350,000,000 (350,000,000)
Remaining Measure C Authorization		\$
Measure C - Cash on Hand		\$ 6,002,706
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
Interest Income FY 2004-2005 through FY 2024-2025		15,346,119
Fair Market Value of Investments FY 2020-2021 through FY 2023-2024		(87,145)
Other Income Energy Rebates - FY 2006-2007 through FY 2017-2018 Aquatics Project Donations Municipal Derivatives Settlement Self Generation incentive Program Funds (Fuel Cell) Total Other Income	\$ 645,219 6,709,056 2,816 404,441	 7,761,532
Total Proceeds/Income		\$ 387,251,069
Project Commitments / Proposed Projects		
Completed Projects In-Progress Projects Program Reserve / Contingency	\$ 342,997,969 42,504,381 128,177	
Total Project Commitments		 385,630,527
FY 2024-2025 Contingency Account		\$ 1,620,542

Project	Project Funding Source												
	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	jected e/Other Total Estimated		tual Measure C penditures thru 09/30/24				
<u>ipleted</u>													
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				
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)	2 1,010,614	-	1,010,614	6,999,477	a 8,010,091	\$	1,010,614				
Room Renovations - Norco	100,019	-	100,019	-	100,019	-	100,019	\$	100,019				
Swing Space - Riverside	208,625	4,065,109	1 4,273,734	-	4,273,734	-	4,273,734	\$	4,273,734				
Wheelock PE Complex/Athletic Field - Riverside	4,760,000	(243,565)	2 4,516,435	-	4,516,435	-	4,516,435	\$	4,516,435				
Phase I - Parking Structure - Riverside	9,000	20,931,662	20,940,662	-	20,940,662	-	20,940,662	\$	20,940,662				
ECS Secondary Effects - Moreno Valley	19,000	267,227	2 286,227	-	286,227	-	286,227	\$	286,227				
RCCD System Office Purchase	2,534,429	95,552	2,629,981	-	2,629,981	-	2,629,981	\$	2,629,981				
Emergency Phone Project - District Wide	379,717	-	379,717	-	379,717	-	379,717	\$	379,717				
Lovekin Parking/Tennis Project - Riverside	4,475,000	(123,276)	4,351,724	-	4,351,724	-	4,351,724	\$	4,351,724				
Food Services "grab-n'-go" Facility Project - Riverside	1,600,000	(1,518,628)	81,372	-	81,372	-	81,372	\$	81,372				
PBX Building - Riverside	500,000	(71,881)	2 428,119	-	428,119	-	428,119	\$	428,119				
Long Range Master Plan - District Wide	1,460,384	(21,307)	2 1,439,077	-	1,439,077	-	1,439,077	\$	1,439,077				
Hot Water Loop System & Boiler Repl Moreno Valley	50,000	819,848	1 869,848	-	869,848	-	869,848	\$	869,848				
Logic Domain - Capital Project Management System	96,000	187,035	1 283,035	-	283,035	18,660	301,695	\$	271,172				
Infrastructure Projects - District Wide	153,700	330,714	1 484,414	-	484,414	-	484,414	\$	484,414				
Utility Retrofit Project - District Wide	3,274,248	2,906,940	2 6,181,188	-	6,181,188	-	6,181,188	\$	6,181,188				
Stokoe Innovative Learning Center - Riverside	17,500	7,382,005	7,399,505	-	7,399,505	2,444,632	a 9,844,137	\$	7,399,505				
Bradshaw Building Electrical Project - Riverside	500,000	(133,647)	2 366,353	-	366,353	-	366,353	\$	366,353				
Food Services Remodel - Riverside	583,070	404,635	1 987,705	-	987,705	-	987,705	\$	987,705				
Food Services Remodel - Moreno Valley	1,956,615	692,991	1 2,649,606	-	2,649,606	28,000	2,677,606	\$	2,649,606				
Quad Modernization - Riverside	5,162,368	4,009,439	9,171,807	-	9,171,807	12,554,000	a 21,725,807	\$	9,171,807				
ECS Building Upgrade Project - Moreno Valley/Norco	625,327	(235,766)	2 389,561	-	389,561	-	389,561	\$	389,561				
Modular Redistribution Projects (All campuses and BCTC)	2,161,812	6,264,050	1 8,425,862	-	8,425,862	-	8,425,862	\$	8,425,862				
Industrial Technology Facility Project - Norco	10,147,826	(432,476)			9,715,350	18,990,000		\$	9,715,350				

Project			Proje	ct Funding Source				
	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	tual Measure C penditures thru 09/30/24
Scheduled Maintenance - Historic - District Wide	322,000	1,081,045	1,403,045	-	1,403,045	2,515,182 s	3,918,227	\$ 1,403,045
Soccer Field / Artificial Turf - Norco	285,000	3,594,314	3,879,314	-	3,879,314	-	3,879,314	\$ 3,879,314
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 d	-	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)	2 177,023	-	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 p	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 la	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 г	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 ap	22,369,882	\$ 13,204,882

Project			Proj	ect Funding Source				
	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	tual Measure C penditures thru 09/30/24
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	33,327,857	-	33,327,857	1,624,757	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
Ben Clark Training Center Education Center Building - Moreno Va	alley 84,500	12,045,181	12,129,681	-	12,129,681	-	12,129,681	\$ 12,129,681
Football Field and Running Track Renovation - Riverisde	620,675	-	620,675	-	620,675	5,671,243	6,291,918	\$ 620,675
Alumni Carriage House Restoration Project	130,000	(7,730)	122,270	-	122,270	-	122,270	\$ 122,270
Total Completed Projects	\$ 219,232,957	\$ 123,765,012	\$ 342,997,969	\$ -	\$ 342,997,969	\$ 139,812,736	\$ 482,810,705	\$ 342,986,106
In-Progress or Initial Phase								
Life Science / Physical Science Reconstruction - Riverside	\$ 32,500	\$ 6,276,063	\$ 6,308,563	\$ -	\$ 6,308,563	\$ 32,336,437 _F	, \$ 38,645,000	\$ 6,255,058
Feasibility / Planning / Management / Staffing	7,995,662	-	7,995,662	140,000	8,135,662	-	8,135,662	\$ 7,161,268
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
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

Project						Proj	ect Fun	ding Source				
	Ini	oard Approved itial Measure C Project Budget	Ap	Subsequent proved Budget Adjustments	Appr	urrent Board oved Measure C roject Budget	Me E	ditional easure C Budget uirements	otal Estimated Measure C roject Budget	 Actual and Projected State/Other Funding	otal Estimated Project Budget	 tual Measure C penditures thru 09/30/24
Multimedia and Arts Center (MAC) - Norco		114,000		-		114,000		-	114,000	-	114,000	\$ 114,000
Firewall Project - Districtwide		314,016		-		314,016		-	314,016	600,000	914,016	\$ 314,016
Student Services Welcome Center Project - Moreno Valley		11,000,000		10,153,160		21,153,160		-	21,153,160	1,200,000	22,353,160	\$ 16,921,856
Total In-Progress or Initial Phase Projects	\$	20,660,449	\$	21,843,932	\$	42,504,381	\$	140,000	\$ 42,644,381	\$ 37,151,987	\$ 79,796,368	\$ 37,152,425
rogram Reserve/Contingency		_		_		_					_	
Program Contingency - District Wide		10,000,000		(9,871,823) 3		128,177		-	-	-	-	-
Program Reserve - District Wide		24,000,000		(24,000,000) 3		-		-	-	-	-	-
Total Program Reserve/Contingency	\$	34,000,000	\$	(33,871,823)	\$	128,177	\$	-	\$ -	\$ -	\$ -	\$ -
Total Projects	\$	273,893,406	\$	111,737,121	\$	385,630,527	\$	140,000	\$ 385,642,350	\$ 176,964,723	\$ 562,607,073	\$ 380,138,531
Five Year Capital Construction Plan												
Life Science / Physical Science Remodel - Riverside	\$		\$	<u> </u>	\$	-	\$	-	\$ 	\$ 	\$ <u> </u>	
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

Project										
	Appro	Current Board Approved Measure C Project Budget		Estimated Additional Measure C Budget Requirements		otal Estimated Isure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget		rual Measure C penditures thru 09/30/24
rict Allocation					\$	21,988,889				
<u>Completed</u>										
Certificates of Participation (1993 & 2001) - Refunding	\$	737,033	\$	-	\$	737,033	\$ -	\$	737,033	\$ 737,033
GO Bond Issuance Related Expenditures		316,693		-		316,693	-		316,693	\$ 316,693
Phone and Voicemail Upgrades - District Wide		20,589		-		20,589	-		20,589	\$ 20,589
Computer/Network/System Upgrades - District Wide		59,121		-		59,121	-		59,121	\$ 59,122
RCCD System Office Purchase		2,629,981		-		2,629,981	-		2,629,981	\$ 2,629,981
Emergency Phone Project - District Wide		10,000		-		10,000	-		10,000	\$ 10,000
Logic Domain - Capital Project Management System		16,699		-		16,699	1,101		17,800	\$ 15,999
Infrastructure Projects - District Wide		28,580		-		28,580	-		28,580	\$ 28,580
DSA Project Closures - District Wide		7,290		=		7,290	-		7,290	\$ 7,290
2010 IPP/FPP - District - 5.9%		-		-		-	-		-	\$ -
Swing Space - Market Street Properties		737,303		-		737,303	-		737,303	\$ 737,303
Electronic Contract Document Storage - District Wide		-		-		-	-		-	\$ -
Culinary Arts/District Office Building - District - 50%		16,472,929		-		16,472,929	812,378	h	17,285,307	\$ 16,663,929
Alumni Carriage House Restoration Project		122,270		-		122,270	-		122,270	\$ 122,270
Total District Completed Projects	\$	21,158,488	\$	-	\$	21,158,488	\$ 813,479	\$	21,971,967	\$ 21,348,789
In-Progress or Initial Phase Feasibility/Planning/Management/Staffing	\$	471,744	\$	8,260	\$	480,004	\$ -	\$	480,004	\$ 422,515
Firewall Project - Districtwide		314,016				314,016	600,000		914,016	\$ 314,016
Scheduled Maintenance New Allocation - District Wide		7,443		_		7,443	-		7,443	\$ 7,443
Total District In-Progress or Initial Phase Projects	\$	793,203	\$	8,260	\$	801,463	\$ 600,000	\$	1,401,463	 743,974
Total All District Projects	\$	21,951,691	\$	8,260	\$	21,959,951	\$ 1,413,479	\$	23,373,430	22,092,763
					S	28,938				
Total Remaining District Allocation <u>Five Year Capital Construction Plan</u>										
	\$	-	\$	-	\$	-	\$ -	\$	-	

	Estimated oct Budget	ual Measure C
Completed \$ 6,583,329 - \$ 6,583,329 - \$		09/30/24
Certificates of Participation (1993 & 2001) - Refunding \$ 6,583,329 \$ - \$ 6,583,329 \$ - \$		
GO Bond Issuance Related Expenditures 2,828,765 - 2,828,765 -	6,583,329	\$ 6,583,329
	2,828,765	\$ 2,828,765
Phone and Voicemail Upgrades - District Wide 183,925 - 183,925 -	183,925	\$ 183,925
Computer/Network/System Upgrades - District Wide 528,081 - 528,081 -	528,081	\$ 528,081
Emergency Phone Project - District Wide 178,626 - 178,626 -	178,626	\$ 178,626
Long Range Master Plan - District Wide 786,422 - 786,422 -	786,422	\$ 786,422
Logic Domain - Capital Project Management System 149,160 - 149,160 9,834	158,994	\$ 142,908
Infrastructure Projects - District Wide 255,287 - 255,287 -	255,287	\$ 255,286
Utility Retrofit Project - District Wide 3,205,284 - 3,205,284 -	3,205,284	\$ 3,205,284
Modular Redistribution Project - Riverside 2,376,458 - 2,376,458 -	2,376,458	\$ 2,376,458
Bridge Space - Riverside 1,175,132 - 1,175,132 -	1,175,132	\$ 1,175,132
MLK Renovation - Riverside 1,010,614 - 1,010,614 6,999,477 a	8,010,091	\$ 1,010,614
Swing Space - Riverside 4,273,734 - 4,273,734 -	4,273,734	\$ 4,273,734
Wheelock PE Complex/Athletic Field - Riverside 4,516,435 - 4,516,435 -	4,516,435	\$ 4,516,435
Phase I - Parking Structure - Riverside 20,940,662 - 20,940,662 -	20,940,662	\$ 20,940,662
PBX Building - Riverside 428,119 - 428,119 -	428,119	\$ 428,119
Stokoe Innovative Learning Center - Riverside 7,399,505 - 7,399,505 a 2,444,632 a	9,844,137	\$ 7,399,505
Quad Modernization - Riverside 9,171,807 - 9,171,807 12,554,000 a	21,725,807	\$ 9,171,807
Bradshaw Building Electrical Project - Riverside 366,353 - 366,353 -	366,353	\$ 366,353
Food Services Remodel - Riverside 987,705 - 987,705 -	987,705	\$ 987,705
Scheduled Maintenance - Historic - District Wide 870,873 - 870,873 1,516,571	2,387,444	\$ 870,873
Black Box Theatre Remodel Project - Riverside 10,955 - 10,955 -	10,955	\$ 10,955
Food Services "grab-n'-go" Facility Project - Riverside 81,372 - 81,372 -	81,372	\$ 81,372
Lovekin Parking/Tennis Project - Riverside 4,351,724 - 4,351,724 -	4,351,724	\$ 4,351,724
Technology Building A Remodel Project - Riverside 11,375 - 11,375 -	11,375	\$ 11,375
	10,874,233	\$ 10,874,233
Interim Parking Lease - Riverside 177,023 - 177,023 -	177,023	\$ 177,023
Parking Structure Fall Deterrent - Riverside 7,576 - 7,576 -	7,576	\$ 7,576
Quad Basement Remodel Project - Riverside 352,941 - 352,941 -	352,941	\$ 352,941

Project			Project Funding Sour	ce		
	Current Board Approved Measure C Project Budget	Estimated Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure C Expenditures thru 09/30/24
2010 IPP/FPP - District - 52.7%	-	-	-	-	-	\$ -
Coil School for the Arts - Riverside	24,280,001	-	24,280,001	13,660,934 la	37,940,935	\$ 25,736,07
Coil School for the Arts - Parking Structure - Riverside	1,456,076	-	1,456,076	3,151,924 r	4,608,000	\$ -
Wheelock PE Complex Gymnasium Retrofit - Phase II - Riverside	13,204,882	-	13,204,882	9,165,000 ^a p	22,369,882	\$ 13,204,88
Cellular Repeater Booster System - Riverside	18,879	-	18,879	-	18,879	\$ 18,87
Student Services Building - Riverside	22,291,234	-	22,291,234	-	22,291,234	\$ 22,291,23
Electronic Contract Document Storage - District Wide	-	-	-	-	-	\$ -
Culinary Arts/District Office Building - Riverside - 50%	16,854,928	-	16,854,928	812,379 r	17,667,307	\$ 16,663,92
Master Plan Updates - District Wide	954,923	-	954,923	-	954,923	\$ 954,92
Greenhouse Building - Riverside	500,000	-	500,000	103,500	603,500	\$ 500,00
Football Field and Running Track Renovation Project - Riverside	620,675	-	620,675	5,671,243	6,291,918	\$ 620,67
Nursing/Sciences Building - Riverside	16,347,203	-	16,347,203	45,439,400 ^a	61,786,603	\$ 16,347,20
Total Riverside Completed Projects	\$ 180,612,276	\$ -	\$ 180,612,276	\$ 101,528,894	\$ 282,141,170	\$ 180,415,02
In-Progress or Initial Phase						
Feasibility/Planning/Management/Staffing	\$ 4,213,714	\$ 73,780	\$ 4,287,494	\$ -	\$ 4,287,494	\$ 3,773,98
Life Science/Physical Science Reconstruction - Riverside	6,308,563	-	6,308,563	32,336,437 p	38,645,000	\$ 6,255,05
Cosmetology Building - Riverside	142,500	=	142,500	-	142,500	\$ 142,50
Scheduled Maintenance New Allocation - District Wide	1,593,997	-	1,593,997	168,690	1,762,687	\$ 1,457,98
Total Riverside In-Progress or Initial Phase Projects	\$ 12,258,774	\$ 73,780	\$ 12,332,554	\$ 32,505,127	\$ 44,837,681	\$ 11,629,53
Total All Riverside Projects	\$ 192,871,050	\$ 73,780	\$ 192,944,830	\$ 134,034,021	\$ 326,978,851	\$ 192,044,55
Total Remaining Riverside Allocation			<u>\$ 346,781</u>			
Five Year Capital Construction Plan						
Life Science / Physical Science Remodel	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Riverside 5 Yr Capital Construction Plan	\$ -	\$ -	\$ -	\$ -	\$ -	

Project	Project Funding Source												
	Current Board Approved Measure C Project Budget	Estimated Additional Measure C Budget Requirements	Total Estimated Measure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	Actual Measure C Expenditures thru 09/30/24							
rco Allocation			\$ 72,695,281										
<u>Completed</u> Certificates of Participation (1993 & 2001) - Refunding	\$ 2,535,893	\$ -	\$ 2,535,893	\$ -	\$ 2,535,893	\$ 2,535,893							
GO Bond Issuance Related Expenditures	1,089,638	-	1,089,638	-	1,089,638	\$ 1,089,638							
Phone and Voicemail Upgrades - District Wide	70,847	-	70,847	-	70,847	\$ 70,847							
Computer/Network/System Upgrades - District Wide	203,417	-	203,417	-	203,417	\$ 203,417							
Emergency Phone Project - District Wide	102,773	-	102,773	-	102,773	\$ 102,773							
Long Range Master Plan - District Wide	362,670	-	362,670	-	362,670	\$ 362,670							
Logic Domain - Capital Project Management System	57,456	-	57,456	3,788	61,244	\$ 55,048							
Infrastructure Projects - District Wide	98,336	-	98,336	-	98,336	\$ 98,336							
Utility Retrofit Project - District Wide	1,587,401	-	1,587,401	-	1,587,401	\$ 1,587,401							
Modular Redistribution Projects (All campuses and BCTC)	2,109,572	-	2,109,572	-	2,109,572	\$ 2,109,573							
Room Renovations - Norco	100,019	-	100,019	-	100,019	\$ 100,019							
ECS Building Upgrade Project - Moreno Valley / Norco	137,265	-	137,265	-	137,265	\$ 137,266							
Industrial Technology Facility Project - Norco	9,715,350	-	9,715,350	18,990,000	a 28,705,350	\$ 9,715,350							
Scheduled Maintenance - Historic - District Wide	180,850	-	180,850	362,942	543,792	\$ 180,850							
Soccer Field/Artificial Turf - Norco	3,879,314	-	3,879,314	-	3,879,314	\$ 3,879,314							
Safety and Site Improvement Project - Norco	967,442	-	967,442	-	967,442	\$ 967,442							
Center for Student Success - Norco	15,633,873	-	15,633,873	-	15,633,873	\$ 15,633,873							
PBX/Network Operations Centers - Norco	11,277,010	-	11,277,010	-	11,277,010	\$ 11,277,010							
Secondary Effects Project - Norco	16,028,180	-	16,028,180	-	16,028,180	\$ 16,028,180							
2010 IPP/FPP - District - 20.3%	-	-	-	-	-	\$ -							
Groundwater Monitoring Wells - Norco	211,149	-	211,149	16,696	227,845	\$ 211,149							
Electronic Contract Document Storage - District Wide	-	-	-	-	-	\$ -							
Master Plan Updates - District Wide	175,914	-	175,914	-	175,914	\$ 175,914							
Soccer Field Turf Replacement - Norco	250,324	-	250,324	257,324	507,648	\$ 250,324							
Central Plant Boiler Replacement - Norco	161,847	-	161,847	-	161,847	\$ 161,847							
Total Norco Completed Projects	\$ 66,936,540	\$ -	\$ 66,936,540	\$ 19,630,750	\$ 86,567,290	\$ 66,934,134							

Project					Pro	ject Funding Sour	ce					
			Es	stimated								
	Cı	irrent Board	Ad	lditional		Total Estimated		Actual and			Ac	tual Measure C
	Appro	oved Measure C	Measu	re C Budget	M	leasure C Project		Projected		Total Estimated	Ex	penditures thru
	Pr	oject Budget	Req	uirements		Budget	State	e/Other Funding		Project Budget		09/30/24
Feasibility/Planning/Management/Staffing	\$	1,623,119	\$	28,420	\$	1,651,539	\$	-	\$	1,651,539	\$	1,453,737
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	\$	5,551,459	\$	28,420	\$	5,579,879	\$	2,774,430	\$	8,354,309	\$	5,322,680
Total All Norco Projects	\$	72,487,999	\$	28,420	\$	72,516,419	\$	22,405,180	\$	94,921,599	\$	72,256,814
		_								_		
Total Remaining Norco Allocation					\$	178,862						
Five Year Capital Construction Plan												
	\$	-	\$	-	\$		\$	-	\$	-		
Total Norco 5 Yr Capital Construction Plan	\$	-	\$	-	\$	-	\$	-	\$			

Project				Proje	ct Funding Sour	ce		
	Appi	Current Board roved Measure C roject Budget	Estimated Additional Measure C Budget Requirements		otal Estimated asure C Project Budget	Actual and Projected State/Other Funding	Total Estimated Project Budget	cual Measure C penditures thru 09/30/24
oreno Valley Allocation				\$	79,701,500			
Completed								
Certificates of Participation (1993 & 2001) - Refunding	\$	2,635,830	\$ -	\$	2,635,830	\$ -	\$ 2,635,830	\$ 2,635,830
GO Bond Issuance Related Expenditures		1,132,580	-		1,132,580	-	1,132,580	\$ 1,132,580
Phone and Voicemail Upgrades - District Wide		73,639	-		73,639	-	73,639	\$ 73,639
Computer/Network/System Upgrades - District Wide		211,433	-		211,433	-	211,433	\$ 211,433
Emergency Phone Project - District Wide		88,318	-		88,318	-	88,318	\$ 88,318
Long Range Master Plan - District Wide		289,985	-		289,985	-	289,985	\$ 289,985
Logic Domain - Capital Project Management System		59,720	-		59,720	3,937	63,657	\$ 57,217
Infrastructure Projects - District Wide		102,211	-		102,211	-	102,211	\$ 102,211
Utility Retrofit Project - District Wide		1,388,503	-		1,388,503	-	1,388,503	\$ 1,388,503
Modular Redistribution Projects (All campuses and BCTC)		3,939,832	-		3,939,832	-	3,939,832	\$ 3,939,831
ECS Secondary Effects - Moreno Valley		286,227	-		286,227	-	286,227	\$ 286,227
Hot Water Loop System & Boiler Replacement - Moreno Valley		869,848	-		869,848	-	869,848	\$ 869,848
ECS Building Upgrade Project - Moreno Valley / Norco		252,296	-		252,296	-	252,296	\$ 252,296
Scheduled Maintenance - Historic - District Wide		351,322	-		351,322	635,669	986,991	\$ 351,322
Safety and Site Improvement Project - Moreno Valley		719,827	-		719,827	200,000	919,827	\$ 719,827
Administrative Move to Humanities Bldg - Moreno Valley		25,990	-		25,990	-	25,990	\$ 25,990
Food Services Remodel - Moreno Valley		2,649,606	-		2,649,606	28,000	2,677,606	\$ 2,649,606
Nursing Portables - Moreno Valley		705,338	-		705,338	-	705,338	\$ 705,338
Learning Gateway Building - Moreno Valley		4,984,261	-		4,984,261	-	4,984,261	\$ 4,984,261
Audio Visual Upgrade and Lighting Project - Moreno Valley		134,457	-		134,457	-	134,457	\$ 134,457
Emergency Phones Project - Moreno Valley		341,582	-		341,582	-	341,582	\$ 341,582
Mechanical Upgrade Project - Moreno Valley		660,245	-		660,245	-	660,245	\$ 660,245
Physicians Assistant Laboratory Remodel - Moreno Valley		49,191	-		49,191	-	49,191	\$ 49,191
Science Laboratories Remodel Project - Moreno Valley		302,804	-		302,804	-	302,804	\$ 302,804
Student/Academic Services Facility Project - Moreno Valley		5,939,817	-		5,939,817	14,036,000 I	19,975,817	\$ 5,939,817
2010 IPP/FPP - District - 21.1%		-	-		-	-	-	\$ -
PBX/Network Operations Centers - Moreno Valley		2,931,707	-		2,931,707	-	2,931,707	\$ 2,931,707
Electronic Contract Document Storage - District Wide		-	-		-	-	-	\$ -
Master Plan Updates - District Wide		877,500	-		877,500	-	877,500	\$ 877,500

Project					Project	Funding Source	e				
	Appr	Current Board Proved Measure C Project Budget	Estimated Additional Measure C Budg Requirements	et	Meası	al Estimated ire C Project Budget	State	Actual and Projected		otal Estimated Project Budget	 tual Measure C penditures thru 09/30/24
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
Ben Clark Training Center Education Center Building - Moreno Valley		12,129,681	-			12,129,681		-	p	12,129,681	\$ 12,129,681
March Dental Education Center - Moreno Valley		9,877,088				9,877,088		-		9,877,088	\$ 9,877,088
Total Moreno Valley Completed Projects	\$	55,667,525	\$ -		\$	55,667,525	\$	17,796,744	\$	73,464,269	\$ 55,665,021
<u>In-Progress or Initial Phase</u> Feasibility/Planning/Management/Staffing	\$	1,687,085	\$ 29,54	1 0	\$	1,716,625	\$	-	\$	1,716,625	\$ 1,511,028
Health Science Center - Moreno Valley		164,971	-			164,971		-	p	164,971	\$ 164,971
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		21,153,160	-			21,153,160		1,200,000		22,353,160	\$ 16,921,856
Total Moreno Valley In-Progress or Initial Phase Projects	\$	23,900,945	\$ 29,54	10	\$	23,930,485	\$	1,272,430	\$	25,202,915	\$ 19,456,240
Total All Moreno Valley Projects	\$	79,568,470	\$ 29,54	10	\$	79,598,010	\$	19,069,174	\$	98,667,184	\$ 75,121,261
Total Remaining Moreno Valley Alloca	tion				\$	103,490					
Five Year Capital Construction Plan	¢.		¢.		¢.		ď		¢.		
Total Moreno Valley 5 Yr Capital Construction Plan	<u>\$</u>	<u>-</u>	\$ - \$ -		\$ \$	<u>-</u>	\$ \$	<u>-</u>	\$ \$		
Total Moreno Valley 5 11 Capital Constituction I fair	Ψ	-	φ -		Ψ		ψ		Φ		

				Proje	ct Funding Sourc	e					
Appro	urrent Board oved Measure C oject Budget	A Meas	Estimated dditional ure C Budget quirements		otal Estimated Isure C Project Budget	State	Actual and Projected		otal Estimated Project Budget		ual Measure C benditures thru 09/30/24
				\$	18,751,317						
\$	6,232,049	\$	-	\$	6,232,049	\$	-	\$	6,232,049	\$	6,232,049
	345,032		-		345,032		-		345,032	\$	345,031
	5,999,897		-		5,999,897		-		5,999,897	\$	5,999,897
	6,046,162		-		6,046,162		42,869		6,089,031	\$	6,046,162
\$	18,623,140	\$	-	\$	18,623,140	\$	42,869	\$	18,666,009	\$	18,623,139
\$	128,177	\$	-	\$	-	\$	-	\$	-	\$	-
	-		-		-		-		-	\$	-
\$	128,177	\$	-	\$	-		-	\$	-	\$	-
\$	18,751,317	\$	-	\$	18,623,140	\$	42,869	\$	18,666,009	\$	18,623,139
Allocati	ion			\$	128,177						
\$	342,997,969	\$	-	\$	342,997,969	\$	139,812,736	\$	482,810,705	\$	342,986,107
\$	42,632,558	\$	140,000	\$	42,644,381	\$	37,151,987	\$	79,796,368	\$	37,152,426
\$	385,630,527	\$	140,000	\$	385,642,350	\$	176,964,723	\$	562,607,073	\$	380,138,533
				\$	786,248						
											ling:
										-	1 1
										\$	2
N	\$ \$ S Illocat	\$ 128,177 \$ 18,751,317 **Ilocation \$ 342,997,969 \$ 42,632,558	\$ 128,177 \$ \$ 18,751,317 \$ \$ \$ 18,751,317 \$ \$ \$ \$ 18,751,317 \$ \$ \$ 100cation \$ 342,997,969 \$ \$ \$ 42,632,558 \$ \$	128,177 \$ -	128,177 \$ - \$ \$ \$ 18,751,317 \$ - \$ \$ \$ \$ \$ \$ \$ \$	S 128,177 S - S - S 18,623,140	\$\frac{128,177}{\$} \\$ - \\$ \\ \frac{1}{8} \\ 18,751,317 \\$ \\ \frac{1}{8} \\ \frac{128,177}{\$} \\$ \\ \frac{1}{8} \\ \frac{18,623,140}{\$} \\$ \\ \$\frac{128,177}{\$} \\ \$128,	\$\frac{128,177}{\$} \\$ - \\$ - \- \\ \\$ \frac{128,177}{\$} \\$ - \\$ \frac{18,623,140}{\$} \\$ \frac{42,869}{\$} \end{array}\$ \text{llocation} \tag{\frac{128,177}{\$}} \] \$\frac{342,997,969}{\$} \\$ - \\$ \\$ \frac{342,997,969}{\$} \\$ \\$ \frac{139,812,736}{\$} \\ \\$\frac{42,632,558}{\$} \\$ \\$ \frac{140,000}{\$} \\$ \frac{42,644,381}{\$} \\$ \\$ \frac{37,151,987}{\$} \\ \\$\frac{385,630,527}{\$} \\$ \\$ \frac{140,000}{\$} \\$ \frac{385,642,350}{\$} \\$ \\$ \frac{176,964,723}{\$} \end{array}\$	\$\frac{128,177}{\$} \\$ - \\$ - \\$ - \\$ \\ \\$\frac{128,177}{\$} \\$ - \\$ \\$ \\ \\	\$\frac{128,177}{\$} \\$ - \\$ - \ \\ \\$ \\ \ \ \\$ \\ \ \ \\$ \\ \ \ \	\$ 128,177 \$ - \$ - \$ \$ - \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$

Actual State Scheduled Maintenance Funding Requiring District Match

t SGIP Grant Incentivesh Riverside Community Hospital

July - September 2024

								Centrally Controlled								
	N	loreno Valley College	N	orco College	ı	Riverside City College	District		Approved Projects	Program Reserve				Program Contingency		Total
Original Measure C Allocation Split	\$	69,200,000	\$	66,300,000	\$	173,100,000	\$ 19,200,000	\$	18,623,140	\$	24,000,000	\$	10,000,000	\$ 380,423,140		
Redistribution of Specific Donations/Rebates	\$	(1,086,934)	\$	(975,883)	\$	3,293,229	\$ (326,040)	\$	=	\$	(642,104)	\$	(262,268)			
Income Distribution Through June 30, 2023	\$	713,753	\$	1,311,602	\$	2,596,429	\$ 187,158	\$	=	\$	275,340	\$	244,316	\$ 5,328,597		
Additional Allocation from District/Centrally Controlled	\$	10,874,681	\$	6,059,562	\$	14,301,953	\$ 2,927,771	\$	-	\$	(23,633,236)	\$	(9,853,871)	\$ 676,860		
Total Measure C Allocation	\$	79,701,500	\$	72,695,281	\$	193,291,611	\$ 21,988,889	\$	18,623,140	\$	-	\$	128,177	\$ 386,428,597		
Project Commitments	\$	(79,598,010)	\$	(72,516,419)	\$	(192,944,830)	\$ (21,959,951)	\$	(18,623,140)	\$	-	\$	-	\$ (385,642,350)		
Remaining Uncommitted Funds	\$	103,490	\$	178,862	\$	346,781	\$ 28,938	\$	-	\$	-	\$	128,177	\$ 786,248		

MORENO VALLEY COLLEGE												
				ı	Non-Measure C	Add	ditional Measure C					
Description	Total Project Budget		Measure C Budget	Budget		ı —	Budget	Measure C Allocation				
Redistribution of College Specific Donations/Rebates Included in				-				\$	69,200,000			
Original Allocation						\$	(1,086,934)	\$	68,113,066			
Distribution of Interest, Donations/Rebates Income from original												
allocation through June 30, 2023						\$	713,753	\$	68,826,819			
APPROVED PROJECTS												
Certificates of Participation (93 & 01 Refunding)	\$ 2,635,	830	\$ 2,635,830	\$	-	\$	-	\$	66,190,989			
CO Bond Issuance Related Expenditures	\$ 1,132,	580	\$ 1,132,580	\$	-	\$	-	\$	65,058,409			
District Phone & VM upgrade	\$ 73,	639	\$ 73,639	\$	-	\$	-	\$	64,984,770			
ECS Secondary Effects	\$ 286,	227	\$ 286,227	\$	-	\$	-	\$	64,698,543			
Emergency Phone Project	\$ 88,	318	\$ 88,318	\$	-	\$	-	\$	64,610,225			
Long Range Master Plans	\$ 289,	985	\$ 289,985	\$	=	\$	-	\$	64,320,240			
Hot Water Loop System & Boiler Replacement	\$ 869,	848	\$ 869,848	\$	-	\$	-	\$	63,450,392			
Logic Domain- CMP System	\$ 63,	657	\$ 59,720	\$	3,937	\$	-	\$	63,390,672			
Infrastructure Projects (IT Upgrade)	\$ 102,	211	\$ 102,211	\$	-	\$	-	\$	63,288,461			
Utility Retrofit Project (NORESCO)	\$ 1,388,	503	\$ 1,388,503	\$	-	\$	-	\$	61,899,958			
Modular Redistribution Projects	\$ 3,939,	832	\$ 3,939,832	\$	-	\$	-	\$	57,960,126			
Scheduled Maintenance Match (Historical)	\$ 986,	991	\$ 351,322	\$	635,669	\$	-	\$	57,608,804			
ECS Bldg. Upgrade	\$ 252,	296	\$ 252,296	\$	-	\$	-	\$	57,356,508			
District Computer/Network System Upgrade	\$ 211,	433	\$ 211,433	\$	-	\$	-	\$	57,145,075			
Safety & Site Improvement Project	\$ 919,	827	\$ 719,827	\$	200,000	\$	-	\$	56,425,248			
Food Services Remodel (& Int facilities)	\$ 2,677,	606	\$ 2,649,606	\$	28,000	\$	-	\$	53,775,642			
Network Operations Center	\$ 2,931,		\$ 2,931,707	\$	-	\$	-	\$	50,843,935			
Learning Gateway Building & Lions Lot	\$ 4,984,	261	\$ 4,984,261	\$	-	\$	-	\$	45,859,674			
Student Academic Services-Phase III	\$ 19,975,	817	\$ 5,939,817	\$	14,036,000	\$	-	\$	39,919,857			
Science Lab Remodel (Phase I&II)	\$ 302,	804	\$ 302,804	\$	-	\$	-	\$	39,617,053			
Feasibility/Planning/Mngmnt/Staffing	\$ 1,716,	625	\$ 1,716,625	\$	-	\$	-	\$	37,900,428			
Scheduled Maintenance (2010+) (\$640Kx5 years)	\$ 675,	890	\$ 603,460	\$	72,430	\$	-	\$	37,296,968			
Nursing Portables	\$ 705,	338	\$ 705,338	\$	-	\$	705,338	\$	37,296,968			
A/V & Lighting Hum 129 & SS 101	\$ 134,	457	\$ 134,457	\$	-	\$	-	\$	37,162,511			
MVC Master Plan Update	\$ 877,		\$ 877,500	\$	-	\$	186,000	\$	36,471,011			
Electronic Contract Document Storage	\$	-	\$ -	\$	-	\$	-	\$	36,471,011			
Dental Education Center	\$ 9,877,	088	\$ 9,877,088	\$	-	\$	373,349	\$	26,967,272			
Adm Move to Humanities		990	\$ 25,990	\$	-	\$	-	\$	26,941,282			
Mechanical Upgrade Projects	\$ 660,		\$ 660,245	\$	_	\$	_	\$	26,281,037			
2013 FPP/IPP	\$	-	\$ -	\$	_	\$	_	\$	26,281,037			
Emergency Phone Repairs	\$ 341,	582	\$ 341,582	÷	_	Ś	341.582	Ś	26,281,037			
Physician Asst Lab Remodel		_	\$ 49,191	7	_	\$	49,191	\$	26,281,037			
MVC Student Services Welcome Center	\$ 22,353,		\$ 21,153,160		1,200,000	\$	5,862,868	\$	10,990,745			
Health Science Center - MVC			\$ 164,971	_	-,200,000	\$	-	\$	10,825,774			
Ben Clark Training Center, Phase 1	\$ 12,129,	_	\$ 12,129,681	+ ·	-	\$	2,000,000	\$	696,093			
Center for Human Performance	1	009	\$ 112,009	+-	-	\$	-,555,556	\$	584,084			
Library Learning Center	\$ 143,		\$ 143,000	\$		\$	_	\$	441,084			
Elevator Modernization and Fire Alarm System Upgrade	\$ 1,236,		\$ 979,093	_	257,682	\$	979,093	\$	441,084			
Scheduled Maintenance - FY 19/20 Allocation			\$ 37,260		237,002	\$	37,260	\$	441,084			
Ben Clark Corrections Platform Training Facility	\$ 3,313,		\$ 677,594		2,635,456		340,000	\$	103,490			
	<i>y</i> 3,313,	550	7 077,334	7	2,033,430	7	340,000					
Remaining Measure C Funds	A	40:	A	_	40.000.00	_	40	\$	103,490			
	\$ 98,667	184	\$ 79,598,010	Þ	19,069,174	\$	10,501,500					

Measure C Summary

Original Measure C Allocation Additional Measure C Allocation **Total Measure C Allocation** \$ 69,200,000 \$ 10,501,500 \$ 79,701,500

NORCO COLLEGE		·									
Description	Total Project	Rudget	Measure C Budget	Non-Measure C Budget	Additional Measure C Budget	Measure C Allocation					
Description	Total Floject	Duuget	Measure C Buuget	Duuget	C Buuget	\$	66,300,000				
From Centrally Controlled - Program Contingency					\$ 500,000	\$	66,800,000				
Redistribution of College Specific Donations/Rebates					300,000	7	00,000,000				
Included in Original Allocation					\$ (975,883	\$	65,824,117				
Distribution of Interest, Donations/Rebates Income from											
original allocation through June 30, 2023					\$ 1,311,602	\$	67,135,719				
From Centrally Controlled - Program Reserve/Contingency (to clear deficit)					\$ 2,589,291	\$	69,725,010				
					2,303,231	7	03,723,010				
APPROVED PROJECTS	ć 2	525.002	ć 2.525.002	<i>^</i>	\$ -		67 400 447				
Certificates of Participation (93 & 01 Refunding)		535,893	\$ 2,535,893	\$ -	,	\$	67,189,117				
CO Bond Issuance Related Expenditures		089,638	\$ 1,089,638	\$ -	\$ -	\$	66,099,479				
District Phone & Voicemail Upgrades	\$	70,847	\$ 70,847	\$ -	\$ -	\$	66,028,632				
Room Renovations	+	100,019	\$ 100,019	\$ -	\$ -	\$	65,928,613				
Emergency Phone Project	† ·	102,773	\$ 102,773	\$ -	<i>\$</i> -	\$	65,825,840				
Long Range Master Plans		362,670	\$ 362,670	\$ -	\$ -	\$	65,463,170				
Logic Domain- CPM System	\$	61,244	\$ 57,456	\$ 3,788	\$ -	\$	65,405,714				
Infrastructure Project (IT Upgrade)	\$	98,336	\$ 98,336	\$ -	\$ -	\$	65,307,378				
Utility Retrofit Project (NORESCO)	\$ 1,	587,401	\$ 1,587,401	\$ -	\$ -	\$	63,719,977				
Modular Redistribution Project	\$ 2,	109,572	\$ 2,109,572	\$ -	\$ -	\$	61,610,405				
Scheduled Maintenance Match (Historic)	\$.	543,792	\$ 180,850	\$ 362,942	\$ -	\$	61,429,555				
ECS Building Upgrade	\$	137,265	\$ 137,265	\$ -	\$ -	\$	61,292,290				
Industrial Technology Facility-PhaseIII	\$ 28,	705,350	\$ 9,715,350	\$ 18,990,000	\$ -	\$	51,576,940				
District Computer Network/Systems Upgrade	\$	203,417	\$ 203,417	\$ -	\$ -	\$	51,373,523				
Soccer Field Turf/Locker Rooms	\$ 3,	879,314	\$ 3,879,314	\$ -	\$ -	\$	47,494,209				
Site & Safety Improvements-3rd St	\$	967,442	\$ 967,442	\$ -	\$ -	\$	46,526,767				
Center for Student Success	\$ 15,	633,873	\$ 15,633,873	\$ -	\$ -	\$	30,892,894				
Norco Operations Center (PBX/M&O)	\$ 11,.	277,010	\$ 11,277,010	\$ -	\$ -	\$	19,615,884				
Secondary Effects project (SSC & ITB)	\$ 16,	028,180	\$ 16,028,180	\$ -	\$ 35,288	\$	3,622,992				
Groundwater Mont Wells Disposition	\$	227,845	\$ 211,149	\$ 16,696	\$ 211,149	\$	3,622,992				
Scheduled Maintenance (2010+) \$640Kx5 yrs)	\$	653,010	\$ 580,580	\$ 72,430	\$ -	\$	3,042,412				
Master Plan Update	\$	175,914	\$ 175,914	\$ -	\$ -	\$	2,866,498				
Electronic Contract Document Storage	\$	-	\$ -	\$ -	\$ -	\$	2,866,498				
Central Plant Boiler Replacement	\$	161,847	\$ 161,847	\$ -	\$ -	\$	2,704,651				
2013 IPP/FPP	\$	-	\$ -	\$ -	\$ -	\$	2,704,651				
Self Generating Inc. Program (Fuel Cell)	\$ 3,	110,000	\$ 3,110,000	\$ -	\$ 2,436,250	\$	2,030,901				
Center for Human Perf & Kinesiology	1	788,500		\$ 2,702,000	\$ -	\$	1,944,401				
Multimedia & Arts Center (MAC)		114,000	\$ 114,000		\$ -	\$	1,830,401				
Scheduled Maintenance - FY 19/20 Allocation	\$	37,260		\$ -	\$ 37,260	+	1,830,401				
Soccer Field Turf Replacement	-	507,648		\$ 257,324	\$ 250,324	\$	1,830,401				
Feasibility/Planning/Mngmnt/Staffing		651,539	\$ 1,651,539	\$ -	\$ -	\$	178,862				
Remaining Measure C Funds						Ś	178,862				
	\$ 94,	921,599	\$ 72,516,419	\$ 22,405,180	\$ 6,395,281	Ÿ	170,002				
	y 34,	JE1,333	7 72,310,413	y 22, 1 03,100	y 0,333,281						

Measure C Summary

Original Measure C Allocation Additional Measure C Allocation **Total Measure C Allocation** \$ 66,300,000 \$ 6,395,281 \$ 72,695,281

RIVERSIDE CITY COLLEGE	, ,	tember 2024						
Description	Total Project Budget	Maasura C Budgat	Non-Measure C Budget	Additional Measure C Budget	Measure C Allocation			
Description	Total Project Budget	Measure C Budget	Buuget	C Duuget	\$ 173,100,000			
Redistribution of College Specific Donations/Rebates Included in Original Allocation				\$ 3,293,229	\$ 176,393,229			
Distribution of Interest, Donations/Rebates Income from original allocation through June 30, 2023				\$ 2,596,429	\$ 178,989,658			
APPROVED PROJECTS								
Certificates of Participation (93 & 01 Refunding)	\$ 6,583,329	\$ 6,583,329	\$ -	\$ -	\$ 172,406,329			
CO Bond Issuance Related Expenditures	\$ 2,828,765	\$ 2,828,765	\$ -	\$ -	\$ 169,577,564			
Bridge Space	\$ 1,175,132	\$ 1,175,132	\$ -	\$ -	\$ 168,402,432			
District Phone and Voicemail Upgrades	\$ 183,925	\$ 183,925	\$ -	\$ -	\$ 168,218,507			
MLK Renovation	\$ 8,010,091	\$ 1,010,614	\$ 6,999,477	, \$ -	\$ 167,207,893			
Swing Space (Lovekin)	\$ 4,273,734	\$ 4,273,734	\$ -	, \$ -	\$ 162,934,159			
Wheelock Field (Phase I)	\$ 4,516,435	\$ 4,516,435	\$ -	\$ -	\$ 158,417,724			
Parking Structure (Phase II)	\$ 20,940,662	\$ 20,940,662	\$ -	\$ -	\$ 137,477,062			
Emergency Phones	\$ 178,626	\$ 178,626	\$ -	\$ -	\$ 137,298,436			
PBX Building	\$ 428,119	\$ 428,119	\$ -	\$ -	\$ 136,870,317			
Long Range Plans	\$ 786,422	\$ 786,422	\$ -	\$ -	\$ 136,083,895			
Logic Domain/PM system	\$ 158,994	\$ 149,160	\$ 9,834	\$ -	\$ 135,934,735			
Infrastructure (IT Upgrade)	\$ 255,287	\$ 255,287	\$ -	\$ -	\$ 135,679,448			
Utility Retrofit (NORESCO)	\$ 3,205,284	\$ 3,205,284	\$ -	\$ -	\$ 132,474,164			
Stokoe ILC (Phases I & II)	\$ 9,844,137	\$ 7,399,505	\$ 2,444,632	\$ -	\$ 125,074,659			
Modular Redistribution	\$ 2,376,458	\$ 2,376,458	\$ -	\$ -	\$ 122,698,201			
Scheduled Maintenance Match (Past)	\$ 2,387,444	\$ 870,873	\$ 1,516,571	\$ -	\$ 121,827,328			
Quad Modernization	\$ 21,725,807	\$ 9,171,807	\$ 12,554,000	\$ -	\$ 112,655,521			
Bradshaw Bldg Electrical (Emergency)	\$ 366,353	\$ 366,353	\$ -	\$ -	\$ 112,289,168			
District Computer Network System Upgrades	\$ 528,081	\$ 528,081	\$ -	\$ -	\$ 111,761,087			
Wheelock Gym, Seismic Retrofit	\$ 190,631	\$ 190,631	\$ -	\$ -	\$ 111,570,456			
Food Services Remodel & Interim Facilities	\$ 987,705	\$ 987,705	\$ -	\$ -	\$ 110,582,751			
Nursing, Science & Math Complex	\$ 61,786,603	\$ 16,347,203	\$ 45,439,400	\$ 467,028	\$ 94,702,576			
Riverside Aquatics Complex	\$ 10,874,233	\$ 10,874,233	\$ -	\$ -	\$ 83,828,343			
Wheelock Gym, Seismic Retrofit-Phase II	\$ 22,083,309	\$ 12,918,309	\$ 9,165,000	\$ 72,966	\$ 70,983,000			
Coil School for the Arts	\$ 42,548,935	\$ 25,736,077	\$ 16,812,858	\$ 8,100,000	\$ 53,346,923			
Culinary Arts Academy & District Offices	\$ 17,667,307	\$ 16,854,928	\$ 812,379	\$ 5,575,182	\$ 42,067,177			
Quad Basement Remodel	\$ 352,941	\$ 352,941	\$ -	\$ -	\$ 41,714,236			
Black Box Theatre Remodel (Plans only)	\$ 10,955			\$ -	\$ 41,703,281			
Remodel of Tech A (Plans only)	\$ 11,375		\$ -	\$ -	\$ 41,691,906			
Feasibility/Plng/Mngt/Staffing	\$ 4,287,494	\$ 4,287,494	\$ -	\$ -	\$ 37,404,412			
Interim Parking (Lot 33)	\$ 177,023		\$ -	\$ -	\$ 37,227,389			
Scheduled Maintenance (2010+ \$640K/yr x 5 yr)	\$ 1,675,910	\$ 1,507,220	\$ 168,690	\$ -	\$ 35,720,169			
Parking Structure Fall Deterrent	\$ 7,576	\$ 7,576	\$ -	\$ -	\$ 35,712,593			
Master Plan Updates	\$ 954,923	\$ 954,923	\$ -	\$ -	\$ 34,757,670			
Student Services Building-Phase I	\$ 20,741,234	\$ 20,741,234	\$ -	\$ -	\$ 14,016,436			
Student Services Building-Phase II	\$ 1,550,000	\$ 1,550,000	\$ -	\$ -	\$ 12,466,436			
Electronic Contract Document Storage	\$ -	\$ -	\$ -	\$ -	\$ 12,466,436			
2013 IPP/FPP	\$ -	\$ -	\$ -	\$ -	\$ 12,466,436			
Food Srvc / Café Grab n Go	\$ 81,372	\$ 81,372	\$ -	\$ -	\$ 12,385,064			
Lovekin Parking/Tennis-Portable Relocation	\$ 2,000,000	\$ 2,000,000	\$ -	\$ -	\$ 10,385,064			
Lovekin Parking/Tennis-Tennis Courts	\$ 2,250,000	\$ 2,250,000	\$ -	\$ -	\$ 8,135,064			
Lovekin Parking/Tennis-Parking Structure	\$ 101,724	\$ 2,230,000	\$ -	\$ -	\$ 8,033,340			
Athletic Office Remodel(Wheelock)	\$ 95,942	\$ 95,942	\$ -	\$ -	\$ 7,937,398			
Cellular Repeater Booster System	\$ 18,879	\$ 18,879	\$ -	\$ -	\$ 7,918,519			
Life Science / Physical Science Remodel	\$ 38,645,000	\$ 6,308,563	\$ 32,336,437	\$ -	\$ 1,609,956			
Cosmetology Building	\$ 142,500		\$ 32,330,437	\$ -	\$ 1,467,456			

Total	Project Rudget	Measi	ure C Budget	١		Add		Maasura	C Allocation
rotal		A		۸.		ć	C Duuget	ivicusure	
\$	603,500	\$	500,000	۶	103,500	\$	-	\$	967,456
\$	86,777	\$	86,777	\$	-	\$	86,777	\$	967,456
\$	6,291,918	\$	620,675	\$	5,671,243	\$	-	\$	346,781
								\$	346,781
\$	326,978,851	\$	192,944,830	\$	134,034,021	\$	20,191,611		•
	Total \$ \$ \$ \$	\$ 6,291,918	\$ 603,500 \$ \$ 86,777 \$ \$ 6,291,918 \$	\$ 603,500 \$ 500,000 \$ 86,777 \$ 86,777 \$ 6,291,918 \$ 620,675	Total Project Budget Measure C Budget \$ 603,500 \$ 500,000 \$ \$ 86,777 \$ 86,777 \$ \$ 6,291,918 \$ 620,675 \$	\$ 603,500 \$ 500,000 \$ 103,500 \$ 86,777 \$ 86,777 \$ - \$ 6,291,918 \$ 620,675 \$ 5,671,243	Total Project Budget Measure C Budget Budget \$ 603,500 \$ 500,000 \$ 103,500 \$ \$ 86,777 \$ 86,777 \$ - \$ \$ \$ 6,291,918 \$ 620,675 \$ 5,671,243 \$	Total Project Budget Measure C Budget Budget C Budget \$ 603,500 \$ 500,000 \$ 103,500 \$ - \$ 86,777 \$ 86,777 \$ - \$ 86,777 \$ 6,291,918 \$ 620,675 \$ 5,671,243 \$ -	Total Project Budget Measure C Budget Budget C Budget Measure C Budget \$ 603,500 \$ 500,000 \$ 103,500 \$ - \$ \$ 86,777 \$ 86,777 \$ - \$ \$ 86,777 \$ \$ \$ 6,291,918 \$ 620,675 \$ 5,671,243 \$ - \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$

Measure C Summary

Original Measure C Allocation Additional Measure C Allocation **Total Measure C Allocation** \$ 173,100,000 \$ 20,191,611 \$ 193,291,611

RCCD DISTRICT PROJECTS												
					Non-Measure C		ditional Measure					
Description	Total Project Bud	get	Measure C Budget	Bud	get	ī	C Budget	_	sure C Allocation			
								\$	19,200,000			
Redistribution of College Specific Donations/Rebates Included in Original Allocation						۲	(226.040)	ے ا	10 072 000			
Distribution of Interest, Donations/Rebates Income from						\$	(326,040)	Ş	18,873,960			
original allocation through June 30, 2023						\$	187,158	Ś	19,061,118			
Transfer to MVC for the Ben Clark Training Center Building,		\dashv				_						
Phase I Project						\$	(2,000,000)	\$	17,061,118			
Transfer to MVC for the Elevator Modernization & Fire												
Alarm System Repair/Upgrade Project						\$	(630,882)	\$	16,430,236			
Transfer to MVC, NC, and RCC for Scheduled Maint.						\$	(161,297)	\$	16,268,939			
APPROVED PROJECTS												
Certificates of Participation (93 & 01 Refunding)	\$ 737,0	33	\$ 737,033	\$	-	\$	-	\$	15,531,906			
CO Bond Issuance Related Expenditures	\$ 316,6	93	\$ 316,693	\$	-	\$	-	\$	15,215,213			
District Phone and Voicemail Upgrades	\$ 20,5	89	\$ 20,589	\$	-	\$	-	\$	15,194,624			
RCCD Systems Office (Market St)	\$ 2,629,9	81	\$ 2,629,981	\$	-	\$	-	\$	12,564,643			
Emergency Phones	\$ 10,0	00	\$ 10,000	\$	-	\$	-	\$	12,554,643			
Logic Domain/PM System	\$ 17,8	00	\$ 16,699	\$	1,101	\$	-	\$	12,537,944			
Infrastructure (IT Upgrade)	\$ 28,5	80	\$ 28,580	\$	-	\$	-	\$	12,509,364			
District Computer/Network Sys Upgr	\$ 59,1	21	\$ 59,121	\$	-	\$	-	\$	12,450,243			
Culinary Art Academy & Dist Offc	\$ 17,285,3	07	\$ 16,472,929	\$	812,378	\$	5,575,179	\$	1,552,493			
Swing Space - Market Street Properties	\$ 737,3	03	\$ 737,303	\$	-	\$	-	\$	815,190			
Feasibility/Plng/Mnqt/Staffing	\$ 480,0	04	\$ 480,004	\$	-	\$	-	\$	335,186			
Scheduled Maint. New Allocation - District Wide	\$ 7,4	43	\$ 7,443	\$	-	\$	-	\$	327,743			
DSA Close-Out	\$ 7,2	90	\$ 7,290	\$	-	\$	7,290	\$	327,743			
Alumni Carriage House Restration	\$ 122,2	70	\$ 122,270	\$	-	\$	-	\$	205,473			
Electronic Contract Document Storage	\$ -		\$ -	\$	-	\$	-	\$	205,473			
2013 IPP/FPP	\$ -	_	\$ -	\$	-	\$	-	\$	205,473			
Districtwide Firewall Project	\$ 914,0	16	\$ 314,016	\$	600,000	\$	137,481	\$	28,938			
Remaining Measure C Funds		T						\$	28,938			
	\$ 23,373,4	30	\$ 21,959,951	\$	1,413,479	\$	2,788,889					

Measure C Summary

Original Measure C Allocation Additional Measure C Allocation **Total Measure C Allocation** \$ 19,200,000 \$ 2,788,889 \$ 21,988,889

July - September 202

Description		ginal Project Budget	Total Project Budget		Лeasure C Budget	Non-Measure C Budget		dditional Measure C Budget	\$	Measure C Allocation 53,300,000
Approved Projects \$19.3M									\$	18,623,140
ADA Compliance -Phase I	\$	6,360,000	\$ 6,089,03	1 \$	6,046,162	\$ 42,869	9 \$	-	\$	12,576,978
IT Audit Implementation	\$	6,000,000	\$ 5,999,89	7 \$	5,999,897	\$ -	\$	-	\$	6,577,081
Utility Infrastructure	\$	6,700,000	\$ 6,232,04	9 \$	6,232,049	\$ -	\$	-	\$	345,032
District Standards	\$	355,000	\$ 345,03	2 \$	345,032	\$ -	\$	-	\$	-
Remaining Measure C									\$	-
-			\$ 18,666,00	9 \$	18,623,140	\$ 42,869	\$	-		
Program Reserve \$24M									\$	24,000,000
Redistribution of College Specific Donations/Rebates Included in Original Allocation	\$			Ś		\$ -	\$	(642,104)	\$	23,357,896
Distribution of Interest, Donations/Rebates Income from original	Y			7		y -	7	(042,104)	7	23,337,830
allocation through June 30, 2018	\$	-		\$	-	\$ -	\$	275,340	\$	23,633,236
CSA	\$	-		\$	-	\$ -	\$	(8,100,000)	\$	15,533,236
CAA/DO	\$	-		\$	-	\$ -	\$		\$	5,226,471
DSA Close out	\$	-		\$	-	\$ -	\$	(, ,	\$	5,219,181
Nursing Portables - MVC	\$	-		\$	-	\$ -	\$	` ' '	\$	4,513,843
Physican Asst Lab - MVC	\$	-		\$	-	\$ -	\$, , ,	\$	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) MVC Student Services Bldg. Reno (Welcome Center)	\$	-		\$	-	\$ - \$ -	\$	(2,500,000)	\$	4,123,070
MVC Elevator Modernization & Fire Alarm System Upgrade	\$			\$	-	\$ -	\$	(174,105)	\$	1,623,070 1,448,965
Norco College Soccer Field Turf Replacement Project	\$			\$	-	\$ -	\$		\$	1,198,641
Norco College Budget Deficit	\$			\$	-	\$ -	\$	(1,198,641)	\$	1,130,041
Program Reserve				Ť		*	Ť	(=,===,===,===,==,==,==,==,==,==,==,==,=	\$	
r rogram neserve									7	<u> </u>
Program Contingency-\$10M									\$	10,000,000
Redistribution of College Specific Donations/Rebates Included in										
Original Allocation Distribution of Interest, Donations/Rebates Income from original	\$	-		\$	-	\$ -	\$	(262,268)	\$	9,737,732
allocation through June 30, 2023	\$	-		\$	-	\$ -	\$	244,316	\$	9,982,048
ADA Complaince - Phase I	\$			Ś		\$ -	Ś		ć	9,982,048
CAA/DO	\$			\$	-	\$ -	\$	(843,596)	\$	9,138,452
March Dental Education - MVC	\$	_		\$	_	\$ -	\$, , ,	\$	9,138,452
Master Plan Update - MVC	\$	-		\$	-	\$ -	\$		\$	8,952,452
Nursing, Science Math - RCC	\$	-		\$	-	\$ -	\$, , ,	\$	8,485,424
Wheelock Gym - RCC	\$	-		\$	-	\$ -	\$	(72,966)	\$	8,412,458
Norco Allocation - NC	\$	-		\$	-	\$ -	\$	(500,000)	\$	7,912,458
Secondary Effect - NC	\$	-		\$	-	\$ -	\$	(35,288)	\$	7,877,170
Groundwater Wells - NC	\$	-		\$	-	\$ -	\$	(211,149)	\$	7,666,021
Alumni Carriage House Restoration - RCCD	\$	-		\$	-	\$ -	\$	-	\$	7,666,021
District Standards	\$	-		\$	-	\$ -	\$	(345,032)	\$	7,320,989
Self-Generating Inc Program (Fuel Cell)	\$	-		\$	-	\$ -	\$	(2,200,000)	\$	5,120,989
Self-Generating Inc Program - Incentives/Rebates	\$	-		\$	-	\$ -	\$	(236,250)	\$	4,884,739
MVC Student Services Bldg. Reno (Welcome Center)	\$	-		\$	-	\$ -	\$	(2,714,325)	\$	2,170,414
MVC Elevator Modernization & Fire Alarm System Upgrade	\$	-		\$	-	\$ -	\$, , ,	\$	1,996,308
	\$	-		\$	-	\$ -	\$, , ,	\$	1,656,308
Ben Clark Corrections Platform Training Facility	4								-	
Norco College Budget Deficit	\$	-	4	\$	-	\$ -	\$	(1,390,650)	\$	
	\$	-	\$ -	\$	-	\$ - \$ -	\$		\$	
Norco College Budget Deficit			\$ -		-		_			265,658 128,177 128,177

Measure C Summary

Original Measure C Allocation Additional Measure C Allocation **Total Measure C Allocation** \$53,300,000

-\$33,871,823

\$19,428,177

Board of Trustees Regular Meeting (VI.G)

Meeting September 17, 2024

Agenda Item Grants, Contracts and Agreements (VI.G)

Subject Grants, Contracts and Agreements - Architectural Services

Agreement with Ruhnau Clarke Architect for the Moreno Valley

College, College Park's Soccer Field Lighting & Accessibility/Parking Improvement Project

College/District Moreno Valley College

Funding Measure C, Resource 1180 – Redevelopment, and Resource 6110

- Workers' Compensation

Recommended Action Recommend approving the architectural services agreement with

Ruhnau Clarke Architects in the total amount of \$230,000.

Background Narrative:

On August 5, 2024 the District issued a Request for Qualifications and Proposals (RFQ/P No. 05-24/25-3) to the pre-qualified pool of architectural firms for the Moreno Valley College, College Park's Soccer Field Lighting & Accessibility/Parking Improvement project to provide comprehensive architectural and engineering services.

The RFQ/P requested the participating firms to present their qualifications, experience, project approach, and methodology. The RFQ/P process involved: 1) statement of qualifications; 2) firm interviews; and 3) evaluation and negotiation of fee proposals. In response to the RFQ/P, the District received four (4) proposals from the District's prequalified pool of architects. Qualifications were reviewed and an interview was conducted.

Based on evaluation of the qualifications and experience, it is recommended the Board of Trustees approve the architectural services agreement with Ruhnau Clarke Architects in the total amount of \$230,000, including design allowance. The term of the agreement is from September 18, 2024 to December 31, 2025.

Prepared By:

FeRita Carter, Interim President, Moreno Valley College Majd Askar, Vice President, Business Services, Moreno Valley College Aaron S. Brown, Vice Chancellor, Business & Financial Services Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development Mehran Mohtasham, Director, Capital Planning, Facilities Planning & Development Bart Doering, Director, Facilities Development, Facilities Planning & Development

Attachment(s):

Agreement - Moreno Valley College, College Park's Soccer Field Lighting & Accessibility/Parking Improvement Project

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 18th day of September in the year 2024 by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and Ruhnau Clarke Architects, hereinafter referred to as "ARCHITECT." This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES." This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural services for the Moreno Valley College, College Park's Soccer Field Lighting & Accessibility/Parking Improvement Project, RFQ/P 05-24/25-3, hereinafter referred to as the "PROJECT"; and

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

NOW, THEREFORE, the PARTIES hereto agree as follows:

<u>ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES</u>

- The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants, as enumerated in Articles II and III of this AGREEMENT.
- 2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that it will follow the standards of its profession in performing all services under this AGREEMENT.
- The ARCHITECT shall submit for the DISTRICT's approval a schedule for the 3. performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the PARTIES and shall incorporate the requirements set forth in Section 4 below and include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.
- 4. If the PROJECT includes the replacement or repair of more than 25% of a roof or the replacement or repair of a roof that has a total cost of more than \$21,000, the ARCHITECT shall comply with the requirements set forth in Public Contract Code section 3000, et seq., including signing the required certification.
- The ARCHITECT has been selected based on ARCHITECT's knowledge of California public schools and colleges and ARCHITECT's knowledge of the educational system for funding and construction and is thoroughly familiar with the requirements for state funding, DSA for approvals of plans and specifications, and other requirements that are applicable to a public school project for community college districts.
- The ARCHITECT shall coordinate its services with the Contractor, Project Inspector, its consultants and other parties to ensure that all requirements under DSA's Inspection Card (Form 152) and Moreno Valley College - College Park's Soccer Field Lighting & Accessibility/Parking Improvement

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

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

- 1. The ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete the PROJECT. The ARCHITECT's services shall include those described in this AGREEMENT, and include all structural, civil, mechanical and electrical engineering and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of "Construction Documents" defined as including, but not limited to, the following: The contract between the DISTRICT and the "Contractor" awarded the PROJECT (the "Contract"), general and supplementary conditions of the Contract between the DISTRICT and Contractor, drawings, specifications, Addenda, Revisions and other documents listed in the Contract, and modifications issued after execution of the Contract between the DISTRICT and Contractor.
- 2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies (for both on and off-site approvals) and any other entities including, but not limited to, those responsible for electrical, gas, water, sanitary or storm sewer, telephone, cable/TV, antenna-based services (e.g., Dish Network), internet providers, public utilities, the fire department, as well as the County Health Department, State Water Resources Control Board ("SWRCB"), the State Chancellor's Office ("State Chancellor") and DSA. If necessary, the ARCHITECT shall secure preliminary agency approvals and notify the DISTRICT in writing as to the actions the DISTRICT must take to secure formal approvals.
- 3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.
- 4. The ARCHITECT shall provide a PROJECT description which includes the DISTRICT's needs, Program, and the requirements of the PROJECT prior to preparing preliminary designs for the PROJECT.
- 5. The ARCHITECT shall assist the DISTRICT in determining the phasing of the PROJECT that will most efficiently and timely complete the PROJECT. This includes phasing the PROJECT's construction and the inspection approval process so Incremental Approvals as required under DSA's Construction Oversight Process Procedure can be obtained during the completion of the PROJECT.
- 6. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, schedule, and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of educational specification requirements.
- 7. The ARCHITECT shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings, or locations.

- 8. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its consultants, the DISTRICT's representative(s), and other consultants of the DISTRICT during PROJECT development.
- 9. The ARCHITECT shall make revisions in Drawings, Specifications, the Project Manual, or other documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by the DISTRICT, including revisions made necessary by adjustments in the DISTRICT's Program or Budget as defined in Article IV.
- 10. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction. The ARCHITECT shall be prepared to prioritize and prepare a priority list to address critical Program and PROJECT needs as opposed to optional items that may be dropped if there is inadequate Budget for the PROJECT. In the case where there are Budget constraints, the ARCHITECT, shall prepare a priority list of critical programmatic needs and items that may be of lesser priority and review the Program with the DISTRICT.
- 11. The ARCHITECT shall provide services in connection with the work of a Construction Manager or separate consultants retained by DISTRICT.
- 12. The ARCHITECT shall provide detailed estimates of the PROJECT's Construction Costs at no additional cost to DISTRICT as further described in Articles V and VI.
- 13. The ARCHITECT shall provide detailed quantity surveys which provide inventories of material, equipment, and labor.
- 14. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT.
- 15. The ARCHITECT shall provide interior design and other services required for, or in connection with, graphics and signage. All other interior design services are addressed under Article III as an Additional Service.
- 16. To the extent the ARCHITECT is not familiar or does not have experience with any materials or systems designed for the PROJECT, the ARCHITECT shall visit suppliers, fabricators, and manufacturers' facilities, such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.
- 17. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to the DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.
- 18. The ARCHITECT shall certify to the best of its information, pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any Construction Document for the PROJECT and will ensure that contractors provide the DISTRICT with a certification that all materials used in the construction of any school or college building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in the PROJECT's specifications that materials containing ACBM's shall not to be included or incorporated

into the PROJECT. The ARCHITECT shall incorporate requirements into the PROJECT's specifications that indicate the above certification shall be part of the Contractor's final PROJECT submittal to the DISTRICT.

- 19. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.
- 20. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of the DISTRICT, attend public hearings and other public meetings. The ARCHITECT shall be prepared to address concept and programmatic requirements for the PROJECT in such presentations, public hearings and public meetings. In addition, the ARCHITECT shall attend and assist in legal proceedings that arise from the errors or omissions of the ARCHITECT.
- 21. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified, or extended without written agreement between the DISTRICT and ARCHITECT.
- 22. The ARCHITECT shall comply with all federal, state, and local laws, rules, regulations and ordinances that are applicable to the PROJECT.
 - 23. The ARCHITECT shall have access to the work at all times.
- 24. The ARCHITECT shall commit the same PROJECT representatives from the commencement of services under this AGREEMENT through the completion of the Project CloseOut Phase. Any change in staff will require the written approval of the DISTRICT.

25. Schematic Design Phase

- a. The ARCHITECT shall meet with the DISTRICT to understand and verify the DISTRICT's requirements for its Program. In the cases where a Program is furnished to the ARCHITECT by the DISTRICT, the ARCHITECT shall review the DISTRICT's Program and address if the Program, in the ARCHITECT's professional opinion, is realistic. If there are issues with the Program that has been provided, as part of the Schematic Design Services, ARCHITECT shall rework the Program with the DISTRICT representative and the DISTRICT to establish a priority list of programmatic needs and items that may be within and outside of the DISTRICT's Budget. Once the Schematic Design, Program and Budget are reconciled with the DISTRICT representative, and the DISTRICT approves the Schematic Design, Program and Budget, the ARCHITECT may then move on to the Design Development Phase.
- b. In the cases where the DISTRICT has not established a Program, the ARCHITECT shall work with the DISTRICT to help establish a Program and Budget based on available state funding, available grants, or available funds (in the cases where no funding or grants are available). The ARCHITECT's familiarity with how projects are funded by the State Chancellor or through grants shall be part of the expertise the DISTRICT is relying upon in conjunction with the ARCHITECT's experiences with similar projects and programs for the establishment of the DISTRICT's Program and PROJECT under this AGREEMENT. The ARCHITECT shall not design for a Program or PROJECT that exceeds the DISTRICT's Budget unless the ARCHITECT obtains the written consent of the DISTRICT and an agreement that the ARCHITECT is permitted to exceed the available Budget.

- c. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings, renderings, programmatic outlines, and other documents illustrating the scale and relationship of the PROJECT's components. These documents shall be prepared with the understanding that Design Development and Construction Documents Phases of this AGREEMENT shall be completed in accordance with the realistic understanding of and adherence to the Schematic Design. The Schematic Design Documents shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations of the State and local governmental agencies and/or authorities having jurisdiction over the PROJECT, including, but not limited to, the State Chancellor, DSA, the County Health Department and the local fire marshal/department, which are required for the final approval of the PROJECT's completed Construction Documents.
- d. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT and PROJECT's priorities for approval by the DISTRICT.
- e. If directed by the DISTRICT at the time of approval of the Schematic Design Documents, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, phased construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Careful attention is directed to DSA requirements for phasing of projects and the likelihood that DSA or other agency approvals may expire during the phases. If there is an expiration and need to obtain additional DSA approvals for future phases, the ARCHITECT shall provide the DISTRICT with a written notification of the PROJECT approvals that may expire due to phasing. Alternate construction schemes made by the DISTRICT subsequent to the Design Development Phase shall be provided as an Additional Service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this AGREEMENT.
- f. The ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal, and signature on all drawings and specifications prepared by said engineer.
- g. The ARCHITECT shall investigate existing conditions or facilities and verify drawings of such conditions or facilities.
- h. The ARCHITECT shall perform Schematic Design services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.
- i. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

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

a. Upon approval by the DISTRICT of the Schematic Design services set forth

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

- b. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.
- c. The ARCHITECT shall perform all Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

27. Construction Document Phase (Final Plans)

- a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in an acceptable Building Informational Modeling format, such as Autodesk® Revit® and AutoCAD® Civil 3D®) including, but not limited to, all drawings and specifications for the PROJECT setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable (on and off site) governmental and code requirements including, but not limited to, the requirements of the State Chancellor, DSA, the local fire marshal/department, the County Health Department and any other governmental agency having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done in a minimum of LOD 200, as well as the materials, workmanship, finishes, and equipment required for the completion of the PROJECT. All Construction Documents prepared by the ARCHITECT shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.
- b. The ARCHITECT shall prepare and file all documents required for, and obtain the required approvals of, all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the State Chancellor, DSA, local fire marshal/department, City Design Review, County Health Department, Department of Public Works, and any other governmental agencies or authorities which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental agencies and/or authorities. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due any governmental agencies and/or authorities in order to submit such cost information to the DISTRICT so payments can be prepared by the DISTRICT.
- c. The ARCHITECT shall identify all tests and special inspections on the Statement of Structural Tests and Special Inspections (Form DSA 103) that are required for the completion of the PROJECT as designed and submit such DSA 103 to DSA for approval along with all other Construction Documents. Upon DSA's approval of the Construction Documents, including the approved DSA 103 for the PROJECT, the ARCHITECT shall ensure that a copy of the approved

DSA 103 for the PROJECT is provided to the DISTRICT, the Laboratory of Record, each Special Inspector working on the PROJECT, the Project Inspector and the Contractor.

- d. When the ARCHITECT is preparing the Construction Documents, the ARCHITECT shall include provisions that require the Contractor to:
 - (1) Provide the DISTRICT with five (5) complete sets of operation manuals;
 - (2) Provide adequate training and consultation to DISTRICT personnel in the operation, testing, start-up, adjusting and balancing of mechanical, electrical, heating, air conditioning, and other systems installed by Contractor or its subcontractors; and
 - (3) Prepare a marked set of prints which indicate the dimensioned location of buried utility lines and which show changes in the work made during construction ("asbuilt documents"). All as-built documents shall be provided to the DISTRICT in a format approved by the DISTRICT.
- e. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the Construction Cost arising from market fluctuations or approved changes in scope or requirements.
- f. The ARCHITECT shall perform Construction Document Services to keep the PROJECT within all Program scope constraints set by the DISTRICT, as well as approved Budget, unless otherwise modified by written authorization by the DISTRICT.
- g. As part of the ARCHITECT's professional services, ARCHITECT has coordinated the drawings on the PROJECT. It is suggested, but not mandatory, that ARCHITECT perform a clash detection review of the final Construction Documents prior to submission to DSA. However, if the CM, or Design Build entity performs a clash check, ARCHITECT shall work with the CM or Design Build entity to perform reasonable clash check resolution meetings and make revisions as necessary prior to DSA submission, during DSA review, and after DSA review (followed by CCD submission or Addenda submission to document any necessary changes).
- h. If the estimated PROJECT Construction Cost exceeds the Budget, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

28. **Bidding & Award Phase**

- a. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.
- b. The ARCHITECT shall prepare all the necessary bidding information and bidding forms required to bid the PROJECT. The ARCHITECT shall also assist the DISTRICT with the preparation of the Contractor's Contract form, the general conditions, the supplementary conditions, and all other contract documents necessary to bid the PROJECT and award a complete Contract to the lowest responsible responsive bidder. The DISTRICT will provide the standard

general conditions and supplementary conditions that must be incorporated into the Contract with the Contractor. The ARCHITECT shall review the general conditions, supplementary conditions, and all other contract documents provided by the DISTRICT for incorporation into the Contract with the Contractor and shall coordinate such documents with all other Construction Documents that are prepared by the ARCHITECT pursuant to this AGREEMENT. The ARCHITECT's coordination obligations under this Section include, but are not limited to, verifying that any and all bid instructions and requirements set forth in the specifications prepared by the ARCHITECT are also set forth in the Instructions to Bidders and the Bid Form that are distributed to the bidders in connection with the PROJECT. The ARCHITECT shall prepare and sign all written Addendums that are necessary to incorporate changes into the DSA approved Construction Documents prior to the award of the PROJECT. The ARCHITECT shall assist the DISTRICT in distributing all Addendums to each bidder that has obtained a set of the DSA approved Construction Documents. The ARCHITECT shall ensure that all Addendums are submitted to and approved by DSA prior to certification of the PROJECT.

- The ARCHITECT shall deposit a reproducible set of Construction Documents c. including, but not limited to, all drawings and specifications for the PROJECT at a reprographics company specified by the DISTRICT for the bid and for printing of additional sets of the DSA approved Construction Documents during the PROJECT. In accordance with the requirements of this Section, the ARCHITECT shall forward all plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files and/or BIM files) prepared by the ARCHITECT or the ARCHITECT's consultants during the course of the PROJECT to the reprographics company specified by the DISTRICT at no additional cost to the DISTRICT. The DISTRICT may request that such documents be delivered to the reprographics company selected by the DISTRICT in CADD, PLOT, TIFF or ther format approved by the DISTRICT. In addition, the ARCHITECT shall provide the DISTRICT with a BIM format diskette file with all layers unprotected so the DISTRICT may utilize with a Construction Manager or Design Build entity. It is expressly understood that the release of the underlying BIM documents is for the limited use only for the PROJECT (unless otherwise agreed to in writing) and that changes that are made to the underlying BIM documents are not the responsibility of ARCHITECT. For documentation purposes, one record set of the transmitted documents shall be placed on a CD (or other acceptable electronic media) properly labeled as the record set of documents transmitted to the DISTRICT. Reasonable costs for producing this record document shall be reimbursed to the ARCHITECT and ARCHITECT's consultants. ARCHITECT is also advised to make a record set of clash detection checks to record the clashes that are encountered on the set of documents distributed for future record purposes and this clash detection shall also be placed on the CD. This clash detection document is not a requirement but simply recommended.
- d. Upon the DISTRICT's request, the ARCHITECT shall recommend an acceptable plan room, or blueprinting shop, or, in the alternative, ARCHITECT shall print the necessary bidding information, Contract forms, general conditions, supplementary general conditions and all other Construction Documents necessary to bid the PROJECT and award a complete Contract to a successful bidder and shall deliver/distribute such printed copies to all interested bidders.
- e. The ARCHITECT shall make subsequent revisions to drawings, specifications, and other DSA approved Construction Documents that result from the approval of any substitution request, RFI, or submittal. All Revisions shall be prepared in writing and signed

by the ARCHITECT. The ARCHITECT shall ensure that all Revisions are submitted to and approved by DSA prior to certification of the PROJECT.

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

29. **Construction Phase**

- a. Prior to the start of construction, the ARCHITECT shall certify that the following two documents have been submitted to DSA:
 - (1) Contract Information Form DSA-102.
 - (2) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.
- b. The Construction Phase will commence with the award of the Construction Contract to Contractor.
- c. The ARCHITECT shall reproduce five (5) sets of Construction Documents and all progress prints for the DISTRICT's and the DISTRICT's consultant's use at the ARCHITECT's expense.
- d. The ARCHITECT shall provide technical direction to a full-time Project Inspector employed by, and responsible to, the DISTRICT, as required by applicable law. The ARCHITECT shall direct and monitor the work of the Laboratory of Record as required by applicable law and provide code required supervision of Special Inspectors not provided by the Laboratory of Record. Upon the DISTRICT's award of a Construction Contract to the Contractor, the ARCHITECT shall obtain the necessary Project Inspection Cards ("PIC") (Form DSA 152) from the DSA that are needed for the Project Inspector's use in approving and signing off work on the PROJECT as it is completed by the Contractor. The ARCHITECT shall verify that the Project Inspector has the appropriate amount of PIC's that are needed for the inspection and completion of the entire PROJECT prior to the commencement of any work by the Contractor on the PROJECT. The ARCHITECT shall provide the Project Inspector, Laboratory of Record and each Special Inspector with a copy of the DSA approved Construction Documents including, but not limited to, the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of any work on the PROJECT at the ARCHITECT's expense.
- e. The ARCHITECT shall meet with the Project Inspector, DISTRICT, Contractor, Laboratory of Record and Special Inspectors as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.
 - f. The ARCHITECT shall prepare Interim Verified Reports (Form DSA 6-AE)

and submit such Interim Verified Reports to DSA, the Project Inspector and the DISTRICT prior to the Project Inspector's approval and sign off of any of the following sections of the PROJECT's PIC's as applicable:

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

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

- g. The ARCHITECT shall be responsible for reviewing and ensuring, on a monthly basis, that the Contractor is maintaining an up-to-date set of as-built documents which will be furnished to the DISTRICT upon completion. The ARCHITECT shall review the as-built documents prepared by the Contractor on a monthly basis and report whether they appear to be up to date, based upon the ARCHITECT's observations of the PROJECT. If it appears the as-built documents are not being kept up to date by the Contractor, the ARCHITECT shall recommend to the DISTRICT, in writing, an appropriate withholding from the Contractor's monthly payment application to account for the Contractor's failure to maintain such as-built documents.
- h. The ARCHITECT will endeavor to secure compliance by Contractor with the Contract requirements, but does not guarantee the performance of the Contractor's Contract.
- i. The ARCHITECT shall provide general administration of the Construction Documents including, but not limited to, the following:
 - (1) Visiting the PROJECT site to maintain such personal contact with the PROJECT as is necessary to assure the ARCHITECT that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so the ARCHITECT can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater) in order to:
 - i. Become familiar with, and to keep the DISTRICT informed about, the progress and quality of the portion of the work completed and for the preparation of the weekly written reports the ARCHITECT will prepare and submit to the DISTRICT for its review;
 - ii. Become familiar with, and to keep DSA and Project Inspector informed about, the progress and quality of the portion of the work completed and for the preparation of the necessary Interim Verified Reports the ARCHITECT will prepare and submit to DSA and Project Inspector as necessary

for the timely inspection of the PROJECT and for the approval and sign off of each block/section of the PIC's during the course of the PROJECT's construction;

- iii. Endeavor to guard against nonconforming work and deficiencies in the work;
- iv. Determine if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the approved DSA Construction Documents;
- v. Attend weekly on-site construction meetings, and being otherwise available to the DISTRICT and the Project Inspector for site meetings on an "asneeded" basis;
- vi. Examine Contractor applications for payment and to issue certificates for payment in amounts approved by the necessary parties; and
- vii. Verify, at least monthly, in coordination with the Project Inspector, that all as-built documents are being updated pursuant to the Contract between the DISTRICT and the Contractor.
- (2) Making regular reports as may be required by all governmental agencies or authorities having jurisdiction over the PROJECT;
- (3) Reviewing schedules and shop drawings for compliance with design;
- (4) Approving substitution of materials, equipment, and the laboratory reports thereof for conformance to the DISTRICT's standards subject to DISTRICT knowledge and approval;
 - (5) Responding to DSA field trip notes;
 - (6) Preparing Construction Change Documents for approval by DSA;
- (7) Preparing Immediate Change Directives as directed by the DISTRICT;
 - (8) Preparing change orders for written approval by the DISTRICT;
- (9) Making Punch List observations when the PROJECT reaches Substantial Completion;
- (10) Determining date of Substantial Completion and the date of final completion of the PROJECT;
- (11) Providing a color schedule of all materials for the PROJECT for the DISTRICT's review and approval;

- (12) Assembling and delivering to the DISTRICT written guarantees, instruction books, diagrams, charts, and as-built documents that will be provided by the Contractor pursuant to the Contract between the DISTRICT and the Contractor;
- (13) Issuing the ARCHITECT's Certificate of Substantial Completion, Certificate of Completion and final certificate for payment; and
- (14) Providing any other architectural services to fulfill the requirements of the Construction Documents and this AGREEMENT.
- j. ARCHITECT shall provide the DISTRICT with written reports, as necessary, to inform the DISTRICT of any problems arising during construction, changes contemplated as a result of each problem, and the progress of work.
- k. The ARCHITECT, as part of the ARCHITECT's Basic Services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.
- 1. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.
- m. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.
- n. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT whenever, in the ARCHITECT's opinion, it may be necessary to stop the work to avoid the improper performance of the Construction Agreement. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed, or completed.
- o. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses, or otherwise amend the Construction Documents, without first obtaining the written approval of the DISTRICT.
- p. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT, unless otherwise modified in writing.
- q. The ARCHITECT shall prepare all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications, and such modifications therein as may be necessary to meet unanticipated conditions encountered during construction, at no additional cost or expense to the DISTRICT. In addition, the ARCHITECT shall, at no additional cost, provide services made necessary by defect or deficiencies in the work of the Contractor which, through reasonable care, should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor, but which ARCHITECT failed to do.

- r. The ARCHITECT shall examine, verify, and approve the Contractor's applications for payment and issue certificates for payment for the work and materials provided by the Contractor which also reflect the ARCHITECT's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for any other reason. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the DSA approved Construction Documents, that the as-built documents are up to date, and that the Contractor is entitled to payment in the amount certified.
- s. The ARCHITECT shall review and approve, or take other appropriate action, upon the Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's actions shall not delay the work, but should allow for sufficient time, in the ARCHITECT's professional judgment, to permit adequate review. The ARCHITECT shall ensure that all deferred approval submittals are resolved and approved by DSA prior to incorporation in the PROJECT.
- t. After the PROJECT has been let, all changes to the DSA approved Construction Documents shall be made by means of a Construction Change Document ("CCD") unless otherwise approved by the DISTRICT in writing. The ARCHITECT shall be responsible for preparing each CCD related to the PROJECT and shall determine which changes affect the Structural, Access or Fire & Life Safety (collectively "SAFLS") portions of the PROJECT and ensure that such changes are documented and implemented through a written CCD-Category A (Form DSA 140). All CCD-Category A's must be submitted to DSA by the ARCHITECT with all supporting documentation and data and must be approved by DSA before such work can commence on the PROJECT. The ARCHITECT shall obtain the DISTRICT's approval of all CCD-Category A's before they are submitted to DSA for review and approval. All other changes to the DSA approved Construction Documents not involving SAFLS portions of the PROJECT are not required to be submitted to DSA unless DSA specifically requires such changes to be submitted to DSA in the form of a written CCD-Category B (Form DSA 140) inclusive of all supporting documentation and data. Changes that are not determined by the ARCHITECT and/or DSA to require documentation through an approved CCD-Category A/B shall be documented through an alternative CCD form or other document approved by the DISTRICT or required by DSA.
- u. The ARCHITECT shall prepare and issue Immediate Change Directives ("ICD") to the Contractor when directed by the DISTRICT to complete the work that is necessary due to the Contractor's failure to complete the PROJECT in accordance with the DSA approved Construction Documents. The ARCHITECT shall provide the Project Inspector with a copy of the ICD and direct the Project Inspector to inspect the work as it is completed in accordance with the ICD.
- v. All changes to the DSA approved Construction Documents, whether set forth in a CCD, ICD or any other document approved by the DISTRICT, shall be incorporated into change orders by the ARCHITECT for the DISTRICT's approval. Each change order shall identify: (1) the description of the change in the work; (2) the amount of the adjustment to the Contractor's Contract sum, if any; and (3) the extent of the adjustment in the Contractor's Contract Time, if any. The ARCHITECT shall prepare change orders, with supporting documentation and data, for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The

ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders.

- w. The ARCHITECT shall, at the ARCHITECT's expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction based on the marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.
- x. The ARCHITECT shall inspect the PROJECT to determine the date or dates of Substantial Completion and final completion. The ARCHITECT shall receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents, and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents. In the event the approved schedule for the PROJECT has been exceeded due to the fault of the Contractor, the ARCHITECT shall issue a written notice to the DISTRICT and the Contractor evaluating the cause of the delay(s) and shall advise the DISTRICT and the Contractor of the commencement of liquidated damages under the Contract between the DISTRICT and Contractor.
- y. The ARCHITECT shall provide written evaluation of the Contractor's performance under the requirements of the Construction Documents when requested in writing by the DISTRICT. When the ARCHITECT has actual knowledge of any defects, errors, or deficiencies with respect to the Contractor's performance on the PROJECT, the ARCHITECT shall provide the DISTRICT and the Contractor with written notification of such defects, errors, or deficiencies.

z. The ARCHITECT shall:

- (1) Review all requests for information ("RFI"), submittals, and substitution requests that are submitted by the Contractor in connection with the PROJECT;
- (2) Determine the data criteria required to evaluate requests for substitutions; and
- (3) Be responsible for ensuring that all RFI's, submittals and substitution requests by the Contractor are responded to not later than fourteen (14) days, or as soon as the circumstances require. aa. The ARCHITECT shall be responsible for gathering information and processing forms required by any applicable governing agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, the County Health Department, the local building departments, local fire departments, the State Chancellor, and DSA, in a timely manner and ensure proper close-out of the PROJECT.
- bb. The ARCHITECT shall obtain the DISTRICT's approval of all CCD's immediately following the request for such changes by the Contractor or upon any other circumstances necessitating a change. Furthermore, the ARCHITECT shall maintain a log of all CCD's, ICD's change orders or any other DISTRICT approved form documenting changes to the DSA approved Construction Documents (the "Changes Log"), including status, for the DISTRICT's review and approval. The ARCHITECT shall submit the Changes Log to the DISTRICT with its monthly

invoice. Submission of the Changes Log is a requirement for payments to the ARCHITECT during the course of construction.

- cc. The ARCHITECT shall evaluate and render written recommendations within a reasonable time on all claims, disputes, or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the Contract between the DISTRICT and the Contractor. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by the ARCHITECT.
- dd. The ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.
- ee. The ARCHITECT shall review the list of minor defects, deficiencies, and/or incomplete items (hereinafter the "Punch List") and the fully executed Verified Report (Form DSA-6) that are submitted to the DISTRICT by the Contractor when the Contractor considers the PROJECT to be Substantially Complete. The ARCHITECT shall inspect the PROJECT, in conjunction with the Contractor, in order to verify the Contractor's Punch List, add any other items to the Punch List and to confirm that Substantial Completion has been reached on the PROJECT. In the event the Contractor does not submit a fully executed Verified Report with its proposed Punch List, the ARCHITECT shall reject the Contractor's Punch List, in writing, as premature. If Substantial Completion of the PROJECT is verified by the ARCHITECT and the required Verified Report has been submitted to the DISTRICT for review, the ARCHITECT shall finalize the Punch List and notify the Contractor in writing that all Punch List items must be corrected prior to acceptance of the PROJECT and final payment, and that all Punch List items must be completed within the duration set forth in the Contract between the DISTRICT and the Contractor. The DISTRICT shall also be notified in writing of all Punch List items identified by the ARCHITECT and the Contractor. The ARCHITECT shall notify the DISTRICT when all Punch List items have been corrected by the Contractor for the DISTRICT's final acceptance of the PROJECT and final payment. In the event the Contractor fails to correct any Punch List item(s) within the duration set forth in the Contract between the DISTRICT and the Contractor, the ARCHITECT shall inform the DISTRICT of such default and provide the DISTRICT with a reasonable valuation of the cost to correct each outstanding Punch List item for deduction from the Contractor's final payment and/or retention. For purposes of this AGREEMENT, "Substantial Completion" shall mean the following five (5) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and incomplete items on the Punch List; (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card; (3) all building systems including mechanical, electrical and plumbing are functioning; (4) all other items DSA Form 152 Inspection Card for the Project have been approved and signed off; and (5) the PROJECT is fit for occupancy and its intended use.
- ff. Once the ARCHITECT has verified the Substantial Completion of the PROJECT, the ARCHITECT shall issue a Certificate of Substantial Completion to the Contractor and the DISTRICT. Upon the issuance of the Certificate of Substantial Completion, the ARCHITECT shall prepare and submit to DSA, Project Inspector and the DISTRICT a written Verified Report, on Form DSA 6AE, pursuant to Section 4-336 of Title 24 of the California Code

of Regulations. The ARCHITECT shall also submit a signed Verified Report to DSA, Project Inspector and the DISTRICT upon any of the following events:

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

The ARCHITECT and its consultants shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Deviation or similar notice(s) issued by the ARCHITECT, Project Inspector, Special Inspector(s), Laboratory of Record and/or any governmental agency or authority, is fully corrected and closed before the ARCHITECT approves any final Punch List by the Contractor. As part of the ARCHITECT's Basic Services under this Section, the ARCHITECT shall direct the applicable Inspectors, Special Inspectors, and/or engineers on the PROJECT to visually verify that each defective, deficient and/or incomplete item of work referenced in each Notice of Deviation have been rectified and closed prior to the approval of the final Punch List and the issuance of any Certificate of Substantial Completion by the ARCHITECT. In the event the ARCHITECT and/or its consultants fail to verify that such work has been corrected by the Contractor before the ARCHITECT approves the final Punch-List and such work has in fact not been corrected, the ARCHITECT shall be responsible for performing all the architectural and/or engineering services necessary, at no additional cost to the DISTRICT, to ensure such open and outstanding items in the Notice(s) of Deviation are addressed accordingly and that all work related to such notices is corrected in a manner acceptable to the DISTRICT and DSA.

30. **Project Close-Out**

- a. Within thirty (30) days after the completion of the PROJECT's construction and the ARCHITECT's receipt of as-built documents from the Contractor, ARCHITECT will review the as-built documents prepared by the Contractor and revise the record drawings and specifications so that they include all material changes made necessary by CCD's, ICD's, change orders, RFI's, change order requests ("COR's"), Bulletins, clarifications as noted by the Contractor in its as-built documents and/or any other DISTRICT approved document which details the changes that were made to the DSA approved Construction Documents. The ARCHITECT shall incorporate such changes into a complete AutoCAD as-built file, in the original, executable, software format, and PDF files, and provide all such documents, including five (5) hard copies, to the DISTRICT at no additional cost. In the event the Contractor fails to provide its as-built documents within 30 days of the PROJECT's completion, the ARCHITECT shall notify the DISTRICT, in writing, of the Contractor's failure and recommend the appropriate withholding from the Contractor's final payment under the Contract with the DISTRICT.
- b. The ARCHITECT shall assist the DISTRICT in securing the delivery of any and all applicable documents described in Sections c and d below, to DSA for review prior to issuance of a "Certificate of Completion." The ARCHITECT shall submit all documents prepared by, or in control of, the ARCHITECT to DSA without delay.
- c. During the period the PROJECT is under construction, the ARCHITECT shall certify that the following two documents have been submitted to DSA:

- (1) Addenda, deferred approvals and revisions;
- (2) Copies of the Project Inspector's semi-monthly reports;
- (3) Construction deviation notices;
- (4) Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT;
 - (5) Special inspection reports;
 - (6) Construction Change Directives;
- (7) Copies of all the necessary PIC's which have been approved and signed off by the Project Inspector for the submission to and certification by DSA; and
- (8) All other documents required to be submitted to DSA in accordance with Title 24 and the Construction Oversight Process Procedure set forth in DSA's PR 13-01.

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

- d. Upon the completion of all construction, including all Punch List items, the ARCHITECT shall assist the DISTRICT in securing the delivery of the following documents to DSA:
 - (1) Copy of the Notice of Completion.
 - (2) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, structural engineer, mechanical engineer, and electrical engineer.
 - (3) Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).
 - (4) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
 - (5) Weighmaster's Certificate (if required by approved drawings and specifications).
 - (6) Copies of the signature page of all Addenda as approved by DSA.
 - (7) Copies of the signature pages of all deferred approvals as approved by DSA.
 - (8) Copies of the signature pages of all Revisions as approved by DSA.

- (9) Copies of the signature page of all applicable Construction Change Documents as approved by DSA.
- (10) Verification by the Project Inspector that all items noted on any "Field Trip Notes" have been corrected.

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

ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES

- 1. The ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control ("Additional Services"). The ARCHITECT shall obtain written authorization from the DISTRICT before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the DISTRICT before such Additional Services are performed by the ARCHITECT. No compensation shall be paid to the ARCHITECT for any Additional Services that are not previously approved by the DISTRICT in writing. Additional Services may include:
 - a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules, or regulations subsequent to the preparation and completion of the Construction Documents;
 - b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors, or omissions on the part of the ARCHITECT;
 - c. Providing consultation concerning the replacement of work damaged by fire and furnishing services required in connection with the replacement of such work;
 - d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors, or omissions of ARCHITECT; e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development Phase where segregation does not arise from ARCHITECT exceeding the estimated Budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an Additional Service subject to prior negotiation and written approval by the DISTRICT;
 - f. Providing contract administration services after the construction Contract time (including any Governmental Delay Float as addressed in the General Conditions of the Construction Contract with Contractor) has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor, and liquidated damages are collected therefor. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages;

- g. Providing BIM documents that exceeds LOD 200; and
- h. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.
- 2. If authorized in writing by the DISTRICT, the ARCHITECT shall provide one or more PROJECT representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT representative(s) shall be selected, employed, and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefor as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities, or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

ARTICLE IV - DISTRICT'S RESPONSIBILITIES

- 1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, and budget constraints, as well as any other criteria provided by the DISTRICT.
- 2. Prior to the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT which shall include the Construction Cost budget for the PROJECT. The overall budget shall be based upon the DISTRICT's objectives, schedule, budget constraints, and any other criteria that are provided to the ARCHITECT by the DISTRICT pursuant to Article IV, Section 1, above. The DISTRICT shall approve the Construction Cost budget prepared by the ARCHITECT pursuant to this Section and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.
- 3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.
- 4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of the ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect, or investigate the PROJECT.
- 5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.
 - 6. The DISTRICT shall provide a topographical survey to the ARCHITECT upon request.

ARTICLE V - COST OF CONSTRUCTION

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

- 2. The PROJECT's "Construction Cost," as used in this AGREEMENT, means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, which includes the total award from the initial construction Contract(s) plus the work covered by approved change orders and/or any alternates approved by the DISTRICT. The Construction Cost shall not include any costs that are not specifically referenced in this Article V, Section 2, as approved costs. Costs excluded from the Construction Cost include, but are not limited to, payments to the ARCHITECT or other DISTRICT consultants, costs of inspections, surveys, tests, and landscaping not included in PROJECT.
- 3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.
- 4. The Construction Cost shall be the acceptable estimate of Construction Costs to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.
- 5. Any Budget or fixed limit of Construction Cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.
 - 6. If the lowest bid received exceeds the Budget:
 - a. The DISTRICT may give written approval of an increase of such fixed limit and proceed with the construction of the PROJECT;
 - b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time;
 - c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Section 2;
 - d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or
 - e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the Construction Cost.
- 7. If the DISTRICT chooses to proceed under Article V, Section 6(e), the ARCHITECT, without additional charge, agrees to redesign the PROJECT until the PROJECT is brought within the Budget set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed to in writing by the DISTRICT. Redesign means the redesign of the PROJECT, with all its component parts, to meet the Budget set forth in this AGREEMENT.

ARTICLE VI - ESTIMATE OF PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs Moreno Valley College – College Park's Soccer Field Lighting & Accessibility/Parking Improvement Page 20 of 31 Ruhnau Clarke Architectural Services Agreement

and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

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

ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

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

ARTICLE VIII - TERMINATION

- 1. This AGREEMENT may be terminated by either party upon fourteen (14) days' written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of the ARCHITECT, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.
- 2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of the abandonment or postponement, plus any sums due the ARCHITECT for Board approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of

termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs, shall be deducted from payments due the ARCHITECT.

- 3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Section 4, below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered by ARCHITECT.
- 4. This AGREEMENT may be terminated without cause by the DISTRICT upon fourteen (14) days' written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of notice of termination plus any sums due the ARCHITECT for Board-approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this Section through 50% completion of the ARCHITECT's portion of the PROJECT and, if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.
- 5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute after the PROJECT has been completed, and not before.

ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT

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

ARTICLE X - COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT in an amount **not to exceed TWO HUNDRED THIRTY THOUSAND DOLLARS (\$230,000) including THIRTY THOUSAND (\$30,000) Design Allowance** for this agreement as follows:

- 1. The ARCHITECT's fees for performing Additional Services related to change orders are paid as approved by the DISTRICT's Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated and approved prior to commencing the change order-related services.
- 2. The ARCHITECT's compensation for performing all the Basic Services required by this AGREEMENT including, but not limited to, those services detailed in Article I and II, shall be as follows:

Schematic Design Phase: No more than 10% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on

actual level of completion

Design Development Phase: No more than 15% of the estimated Architect Fee, as determined

under Exhibit "A" to this AGREEMENT, to be paid monthly based

on actual level of completion

Construction Docs Phase No more than 35% of the estimated Architect Fee, as

determined under Exhibit "A" to this AGREEMENT, to be

paid monthly based on actual level of completion

DSA Approval Phase: No more than 5% of the estimated Architect Fee, as

determined under Exhibit "A" to this AGREEMENT, to be paid upon DSA approval of the PROJECT including incorporation and approval of any back-check comments

Bidding Phase: No more than 2% of the estimated Architect Fee, as

determined under Exhibit "A" to this AGREEMENT, to be

paid monthly based on actual level of completion

Construction Admin. Phase: No more than 25% of the actual Architect Fee, as determined under

Exhibit "A" to this AGREEMENT and the accepted bid, to be paid

monthly based on actual level of completion

Project Close-Out Phase: Balance of actual Architect Fee to be paid after the all the requirements set forth in Article II, Section 31 have been completed and the PROJECT is certified by DSA and the Notice of Completion has

been recorded.

- 3. The ARCHITECT and its consultants shall maintain time sheets detailing information including, but not limited to, the name of the employee, date, a description of the task performed in sufficient detail to allow the DISTRICT to determine the services provided, and the time spent for each task. The DISTRICT and ARCHITECT may otherwise mutually agree, in writing, on alternative types of information and levels of detail that may be provided by the ARCHITECT and its consultants pursuant to this Article X.
- 4. The ARCHITECT shall invoice all fees and/or costs monthly for the Basic Services that are provided in accordance with this AGREEMENT from the time the ARCHITECT begins work on the PROJECT. The ARCHITECT shall submit one (1) invoice monthly to the DISTRICT detailing all the fees associated with the applicable progress to completion percentage, reimbursable expenses (if any), and Additional Services (if any) incurred for the monthly billing period. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g., receipts, invoices), including a copy of the

DISTRICT's authorization notice for the invoiced item(s), if applicable. Invoices requesting payment for Additional Services must reflect the negotiated compensation previously approved by the DISTRICT and include a copy of the DISTRICT's written authorization notice approving the Additional Services and the additional compensation approved by the DISTRICT. No payments will be made by the DISTRICT to the ARCHITECT for monthly invoices requesting reimbursable expenses or Additional Services absent the prior written authorization of the DISTRICT. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services or reimbursable expenses and no claim by the ARCHITECT for additional compensation related to Additional Services or reimbursable expenses shall be valid absent such prior written approval by the DISTRICT.

- 5. When ARCHITECT's Fee is based on a percentage of Construction Cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable, to the extent actual services are performed, in accordance with the schedule set forth in Article X, Section 2, above, based on the lowest responsive bid price.
- 6. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to the prior written approval of the DISTRICT. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor-caused delays.

ARTICLE XI - REIMBURSABLE EXPENSES

- 1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants for the following specified items:
 - a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT which includes all the sets of the Construction Documents and all progress prints; and
 - b. Approved agency fees.
- 2. Approved reimbursable expenses are estimated to be **FIVE THOUSAND DOLLARS** (\$5,000) and this amount shall not be exceeded without the prior written approval of the DISTRICT.
- 3. Reimbursable Expenses shall not include the following specified items or any other item not specifically identified in Article XI, Section 1 above:
 - a. Travel expenses;
 - b. Check prints;
 - c. Prints or plans or specifications made for ARCHITECT's consultants and all progress prints;
 - d. Preliminary plans and specifications;
 - e. ARCHITECT's consultants' reimbursables;
 - f. Models or mock-ups; and
 - g. Meetings with Cities, planning officials, fire departments, DSA, State Chancellor or other public agencies.

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

ARTICLE XII - EMPLOYEES AND CONSULTANTS

- 1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the consultant services necessary to complete the PROJECT including, but not limited to: landscape architects; theater and acoustical consultants; structural, mechanical, electrical and civil engineers; and any other necessary design professionals and/or consultants as determined by the ARCHITECT and acceptable to the DISTRICT. All consultant services shall be provided at the ARCHITECT's sole expense. The ARCHITECT shall be responsible for the coordination and cooperation of all architects, engineers, experts or other consultants employed by the ARCHITECT. The ARCHITECT shall ensure that its engineers and/or other consultants file the required Interim Verified Reports, Verified Report and other documents that are necessary for the PROJECT's timely inspection and close-out as required by the applicable governmental agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, DSA. The ARCHITECT shall ensure that its engineers and consultants observe the construction of the PROJECT during the course of construction, at no additional cost to the DISTRICT, to maintain such personal contact with the PROJECT as is necessary to assure such engineers and consultants that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so such engineers and consultants can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater).
- 2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultants and/or consultant firms proposed for the PROJECT. The ARCHITECT shall notify the DISTRICT of the identity of all design professionals and/or consultants in sufficient time prior to their commencement of services to allow the DISTRICT a reasonable opportunity to review their qualifications and object to their participation on the PROJECT if necessary. The ARCHITECT shall not assign or permit the assignment of any design professionals, engineers, or other consultants to the PROJECT to which DISTRICT has a reasonable objection. Approved design professionals and/or consultants shall not be changed without the prior written consent of the DISTRICT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any consultants employed by the ARCHITECTS under the terms of this AGREEMENT.
- 3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable competent person at the DISTRICT's request.
- 4. The construction administrator or field representative assigned to the PROJECT by the ARCHITECT shall be licensed as a California Architect and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile, and through correspondence, design direction and decisions when the construction administrator is not at the site.

ARTICLE XIII – MISCELLANEOUS

- 1. The ARCHITECT shall make a written record of all meetings, conferences, discussions, and decisions made between or among the DISTRICT, ARCHITECT, and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.
- 2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold the DISTRICT harmless from all liability arising out of:
 - a. <u>Workers' Compensation and Employer's Liability</u>. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT; and
 - b. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify, defend and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent Architects who are directly employed by the

DISTRICT. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all

claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section b shall not exceed the ARCHITECT's proportionate percentage of fault; and

c. <u>Professional Liability</u>. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against

the DISTRICT, and such fees and costs shall not exceed the ARCHITECT's proportionate percentage of fault.

- d. The PARTIES understand and agree that Article XIII, Section 2, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the ARCHITECT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.
- e. Any attempt to limit the ARCHITECT's liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.
- 3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT, which will protect ARCHITECT and DISTRICT from claims which may arise out of, or result from, ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subconsultant, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
 - a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
 - b. Commercial general and auto liability insurance, with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit, bodily injury and property damage liability per occurrence, including:
 - 1. Owned, non-owned, and hired vehicles;
 - 2. Blanket contractual;
 - 3. Broad form property damage; 4. Products/completed operations; and 5. Personal injury.
 - c. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
 - d. <u>Valuable Document Insurance</u>. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.

- e. Each policy of insurance required under Article XIII, Section 3(b), above, shall name the DISTRICT and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the ARCHITECT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.
- f. In the event that the ARCHITECT subcontracts any portion of the ARCHITECT's duties, the ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII, Sections 3(a), (b), (c) and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence. The ARCHITECT shall not subcontract any portion of the ARCHITECT's duties under this AGREEMENT without the DISTRICT's prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.
- g. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the ARCHITECT.
- 4. The ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. The ARCHITECT understands and agrees that the ARCHITECT and all of the ARCHITECT's employees shall not be considered officers, employees, or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled including, but not limited to, State Unemployment Compensation or Workers' Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of the ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. The ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security, and income taxes for the respective employees of the ARCHITECT.
- 5. <u>Notices</u>. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service; or (b) U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

DISTRICT:

ARCHITECT:

Riverside Community College District 3801 Market Street Riverside, CA 92501

Attn: Hussain Agah

Telephone: (951) 222-8871 hussain.agah@rccd.edu

Ruhnau Clarke Architects 3775 Tenth Street Riverside, CA, 92501 Attn: Roger Clarke

Telephone: (951)684-4664 rclarke@ruhnauclarke.com

- 6. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using tobacco products (smoking, chewing, etc.) on DISTRICT property at all times.
- 7. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using profanity on DISTRICT property including, but not limited to, all DISTRICT sites and this prohibition shall include, but is not limited to, all racial, ethnic and/or sexual slurs or comments which could be considered harassment.
- 8. Appropriate dress by the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, is mandatory. Therefore, tank tops, cut-offs and shorts shall not be allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as set forth above in Section above.
- 9. Nothing contained in this AGREEMENT shall create a contractual relationship with, or a cause of action in favor of, any third party against either the DISTRICT or ARCHITECT.
- 10. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns, and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.
 - 11. This AGREEMENT shall be governed by the laws of the State of California.
- 12. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.
- 13. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorneys' fees.
- 14. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase, or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction

or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

- 15. The ARCHITECT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.
- 16. This AGREEMENT is not valid, binding, or an enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board, duly passed and adopted.

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

ARCHITECT:	DISTRICT:
RUHNAU CLARKE ARCHITECTS	RIVERSIDE COMMUNITY COLLEGE DISTRICT
By:	By:
Roger Clarke	Aaron S. Brown
President, Principal	Vice Chancellor
3775 Tenth Street	Business & Financial Services

Riverside, CA 92501

EXHIBIT "A"

ARCHITECT'S FEE SCHEDULE (for MVC College Park's Soccer Field Lighting & Accessibility/Parking Improvement Project)

SECTION II. PROJECT FEE PROPOSAL

Project fees and specific staffing plans depend entirely upon the complexity of the project (based on both the site and the goals outlined). Before proceeding with a project, we will often propose a scoping phase to determine the exact scope and budget and assign the most appropriate talent based on their strengths and your objectives.

NOT-TO-EXCEED (NTE) FEE

Based on our understanding of the project as outlined in the RFP and the insights gained during the site visit, we propose an NTE A/E fee amount of \$230,000. The following table illustrates that fee broken down by project phase as requested.

	PROJECT PHASE	FEES
1.	PRELIMINARY & SCHEMATIC DESIGN (PHASE I)	\$48,750
2.	CONSTRUCTION DOCUMENT PHASE	\$78,000
3.	DSA APPROVAL PHASE	\$9,750
4.	BIDDING & AWARD PHASE (PHASE II)	\$9,750
5.	CONSTRUCTION ADMIN PHASE	\$39,000
6.	PROJECT CLOSE-OUT	\$9,750
7.	REIMBURASABLES	\$5,000
8.	DISTRICT DESIGN ALLOWANCE	\$30,000
	TOTAL	\$230,000

RUHNAU CLARKE ARCHITECTS	HOURLY RATE
PRINCIPAL	\$240.00
PRINCIPAL ARCHITECT/DIRECTOR OF DESIGN	\$200.00
DIRECTOR OF CONSTRUCTION	\$190.00
PROJECT MANAGER	\$180.00
STATE AGENCY LIAISON	\$165.00
CONSTRUCTION ADMINISTRATOR	\$160.00
ASSISTANT PROJECT MANAGER	\$150.00
JOB CAPTAIN	\$135.00
DESIGNER	\$130.00
MARKETING	\$120.00
SENIOR CADD OPERATOR	\$115.00
DSA COORDINATOR	\$110.00
CONSTRUCTION COORDINATOR	\$105.00
CADD OPERATOR	\$100.00
ADMINISTRATION/SECRETARIAL	\$95.00
CLERICAL	\$95.00

REIMBURSABLE EXPENSES		
TRAVEL*		
AIRFARE	@ COST	
DIRECTOR OF CONSTRUCTION	@ COST	
*ONLY APPLICABLE FOR SPECIAL CIRCUMSTANCES WITH ADVANCED DISTRICT APPROVAL		
PLOTTING		
IN-HOUSE	\$0.10/SF (30X42)	
OUTSIDE PLOTTING	\$0.15/SF (30X42)	
PRINTING/SCANNING		
SCANNING	\$1.00/SHEET (30X42)	
8.5 X 11 COPYING	\$0.05/SHEET	
COLOR PRINTING 8.5 X 11	\$0.08/SHEET	
COLOR PRINTING 11 X 17	\$0.16/SHEET	

RUHNAU CLARKE ARCHITECTS RIVERSIDE COMMUNITY COLLEGE DISTRICT | 24

FACILTIES PLANNING AND DEVLEOPMENT MEASURE C PROJECT SUMMARY STATUS UDPATES (October 10, 2024)

PROJECT	STATUS	
Moreno Valley College (MVC)		
Student Service Welcome Center Project	The project is currently under construction, with anticipated substantial completion on January 30, 2025.	