#### CITIZENS' BOND OVERSIGHT COMMITTEE

Riverside Community College District
May 8, 2025 – 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 Riverside Community College District's YouTube Channel.

#### **Submission of Public Comments**

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

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

#### I. CALL TO ORDER

#### II. COMMENTS FROM THE PUBLIC

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

#### III. WELCOME AND INTRODUCE MEMBERS

Discussion Only

#### IV. CHAIR AND VICE CHAIR VOTE FOR 2025

Recommended Action: Approval

#### V. MEASURE C/CC OVERVIEW

Discussion Only

#### VI. APPROVAL OF MINUTES

a. Minutes from October 10, 2024 Recommended Action: Approval

#### VII. MEASURE C/CC FINANCIAL UPDATE

- a. Measure C Project Commitments Summary Report as of April 30, 2025 Information Only
- b. Measure CC Project Commitments Summary Report as of April 30, 2025 *Information Only*
- c. Capital Program Executive Summary (CPES) Report October 2024 to April 2025 Information Only

#### VIII. MEASURE C PROJECTS UPDATE

- a. Board Reports Using Measure C/CC Funding as of April 15, 2025 *Information Only*
- b. Measure C/CC Project Summary Status Updates as of May 8, 2025 *Information Only*

#### IX. BUSINESS FROM COMMITTEE MEMBERS

- a. Discuss 2025 through 2030 CBOC Meeting Schedule Discussion and Recommended Action: Approval
- b. CBOC Site Update Discussion Only
- c. Brown Act Training at Next CBOC Meeting *Information Only*
- d. Other Business Discussion Only

#### X. ADJOURN

#### CITIZENS' BOND OVERSIGHT COMMITTEE

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

#### **COMMITTEE MEMBERS PRESENT**

Dwight Tate Michael Vahl Monica Delgadillo Patricia Reynolds Warren Avery

#### **ABSENT COMMITTEE MEMBERS**

Jessica Gallardo

#### **DISTRICT STAFF PRESENT**

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

#### **GUESTS**

Bill Rauch, EideBailly, Audit Representative

#### **CALL TO ORDER**

The CBOC meeting was called to order at 3:02pm by Vice Chair Avery. The Pledge of Allegiance was taken. Members Avery, Delgadillo, Reynolds and Tate attended the meeting in-person. Members Vahl and Gallardo were not in attendance.

#### **PUBLIC COMMENTS**

No public comments received.

#### **APPROVAL OF MINUTES FROM JULY 11, 2024**

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

#### **PROPOSITION 39 - AUDIT UPDATE**

Bill Rauch from EideBailly presented the annual Proposition 39 governance letter and audit report. Per the Financial Statement there were no audit findings or recommendations reported in the prior year. The expenditures snapshot was highlighted with \$8.8M spent by the District as of June 30, 2024. Member Vahl joined the meeting at 3:08pm.

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

Director Misty Griffin presented the Project Commitments Summary Report. The report's highlighted sections reflect financial transaction changes as of September 30, 2024. The highlighted sections highlight financial transaction changes since the last CBOC meeting. The

cash on hand has been reduced to \$1.78M due to the expenditures related to the Moreno Valley College (MVC) Student Services Welcome Center and the firewall project at the District office. The interest is higher by \$387K due to the yield from the county Treasurer being higher than expected. The fair market value of investments improved by approximately \$224K over past fiscal years due to the market being better compared to former years. In progress projects section is up by \$28K due to a staffing adjustment. In the contingency there is an increase in about \$574K due to the other items discussed. Member Vahl inquired about the cash on hand and the projects in process financials. VC Brown elaborated that the cash on hand is the list of individual projects that are currently being worked on.

### MEASURE C FINANCIAL UPDATE - CAPITAL PROGRAM EXECUTIVE SUMMARY (CPES) REPORT JULY TO SEPTEMBER 2024

The CPES Report was presented by Director Griffin and reflects budgetary changes. There was an increase of \$490K due to the staffing allocation to complete the existing projects.

## MEASURE C PROJECTS UPDATE - BOARD REPORTS - USING MEASURE C FUNDING AS OF SEPTEMBER 17, 2024

AVC Hussain Agah presented one Board of Trustee reports from September 17, 2024 for the Board of Trustees to approve the architectural services agreement with Ruhnau Clarke Architects for the MVC College Park's soccer field lighting and accessibility and parking improvement project in the total amount of \$230K.

### MEASURE C PROJECTS UPDATE - MEASURE C PROJECT SUMMARY STATUS UPDATES AS OF OCTOBER 10, 2024

The Project Summary Updates Report was presented by AVC Agah. There is only one project left at the MVC Student Service Welcome Center project. The project is currently under construction, with anticipated substantial completion on January 30, 2025. Member Delgadillo inquired about the soccer fields at MVC and there was discussion with District staff about the fields.

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

The 2025 and 2026 CBOC meeting schedule was discussed. It was discussed to shift meetings to twice a year during May and November to capture the audit and annual report. Member Avery motioned to move the next CBOC meeting to the second Thursday in May which reflects May 8, 2025 and member Delgadillo seconded (5 Ayes).

At the next CBOC meeting, the committee will discuss a fall meeting date to capture the annual audit and annual CBOC report.

#### **ADJOURN**

The CBOC meeting was adjourned at 3:27pm.

## Series A, Series B, Series A Refunding, Series 2007 C, Series 2010 D, Series 2015 E, Series 2019 F as of April 30, 2025

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		\$	2,554,449
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
<u>Fair Market Value of Investments</u> 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	\$ 645,2 6,709,0 2,8 404,4	56 16	7,761,532
Total Proceeds/Income		\$	387,251,069
<b>Project Commitments / Proposed Projects</b>			
Completed Projects In-Progress Projects Program Reserve / Contingency	\$ 348,735,3 36,262,8 188,6	<mark>19</mark>	
Total Project Commitments			385,186,794
FY 2024-2025 Contingency Account		\$	2,064,275
D 4 . £40			

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	Total Estimated Project Budget		ual Measure C penditures thru 04/30/25
<u>Completed</u>	40.400.005		40.400.005	•			42.402.005	•	40.400.005
Certificates of Participation (1993 & 2001) - Refunding	\$ 12,492,085	\$ -	\$ 12,492,085	\$ -	\$ 12,492,085	\$ -	\$ 12,492,085	\$	12,492,085
GO Bond Issuance Related Expenditures	1,751,434	3,616,242	5,367,676	-	5,367,676	-	5,367,676	\$	5,367,676
Bridge Space - Riverside	1,162,367	12,765	1,175,132	-	1,175,132	-	1,175,132	\$	1,175,132
Phone and Voicemail Upgrades - District Wide	349,000	-	349,000	-	349,000	-	349,000	\$	349,000
Computer/Network/ System Upgrades - District Wide	33,384	968,668	1 1,002,052	-	1,002,052	-	1,002,052	\$	1,002,052
MLK Renovation - Riverside	1,252,000	(241,386)		-	1,010,614	6,999,477 a		\$	1,010,614
Room Renovations - Norco	100,019	-	100,019	-	100,019	-	100,019	\$	100,019
Swing Space - Riverside	208,625	4,065,109		-	4,273,734	-	4,273,734	\$	4,273,734
Wheelock PE Complex/Athletic Field - Riverside	4,760,000	(243,565)		-	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
ECS Secondary Effects - Moreno Valley	19,000	267,227		-	286,227	-	286,227	\$	286,227
RCCD System Office Purchase	2,534,429	95,552	1 2,629,981	-	2,629,981	-	2,629,981	\$	2,629,981
Emergency Phone Project - District Wide	379,717	-	379,717	-	379,717	-	379,717	\$	379,717
Lovekin Parking/Tennis Project - Riverside	4,475,000	(123,276)	4,351,724	-	4,351,724	-	4,351,724	\$	4,351,724
Food Services "grab-n'-go" Facility Project - Riverside	1,600,000	(1,518,628)	81,372	-	81,372	-	81,372	\$	81,372
PBX Building - Riverside	500,000	(71,881)	2 428,119	-	428,119	-	428,119	\$	428,119
Long Range Master Plan - District Wide	1,460,384	(21,307)	2 1,439,077	-	1,439,077	-	1,439,077	\$	1,439,077
Hot Water Loop System & Boiler Repl Moreno Valley	50,000	819,848	1 869,848	-	869,848	-	869,848	\$	869,848
Logic Domain - Capital Project Management System	96,000	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)	2 9,715,350	-	9,715,350	18,990,000 a	28,705,350	\$	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	ual Measure C penditures thru 04/30/25
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
Scheduled Maintenance - New - District Wide	840,000	1,812,532	2,652,532	-	2,652,532	313,550	2,966,082	\$ 2,652,532
Soccer Field / Artificial Turf - Norco	285,000	3,594,314 2	3,879,314	-	3,879,314	-	3,879,314	\$ 3,879,314
Safety and Site Improvement Project - Norco	1,700,000	(732,558) 2	967,442	-	967,442	-	967,442	\$ 967,442
Safety and Site Improvement Project - Moreno Valley	900,000	(180,173) 2	719,827	-	719,827	200,000	919,827	\$ 719,827
Administrative Move to Humanities Bldg - Moreno Valley	50,000	(24,010) 2	25,990	-	25,990	-	25,990	\$ 25,990
Center for Student Success - Norco	11,042,820	4,591,053 $\frac{3}{2}$	15,633,873	-	15,633,873	-	15,633,873	\$ 15,633,873
Aquatics Center - Riverside	5,000,000	5,874,233	10,874,233	-	10,874,233	d -	10,874,233	\$ 10,874,233
Central Plant Boiler Replacement - Norco	50,700	111,147 1	161,847	-	161,847	-	161,847	\$ 161,847
Parking Structure Fall Deterrent - Riverside	20,300	(12,724) 2	7,576	-	7,576	-	7,576	\$ 7,576
Nursing Portables - Moreno Valley	1,300,694	(595,356) 2	705,338	-	705,338	-	705,338	\$ 705,338
Interim Parking Lease - Riverside	260,000	(82,977) 2	177,023	-	177,023	-	177,023	\$ 177,023
Technology Building A Remodel Project - Riverside	935,000	(923,625) 2	11,375	-	11,375	-	11,375	\$ 11,375
Learning Gateway Building - Moreno Valley	31,800,000	(26,815,739) 2	4,984,261	-	4,984,261	-	4,984,261	\$ 4,984,261
Black Box Theatre Remodel Project - Riverside	761,750	(750,795) 2	10,955	-	10,955	-	10,955	\$ 10,955
DSA Project Closures - District Wide	75,000	(67,710)	7,290	-	7,290	-	7,290	\$ 7,290
Quad Basement Remodel Project - Riverside	467,500	(114,559)	352,941	-	352,941	-	352,941	\$ 352,941
March Dental Education Center - Moreno Valley	500,000	9,377,088 1	9,877,088	-	9,877,088	-	9,877,088	\$ 9,877,088
PBX / NOC / M & O Facility - Norco	13,890,543	(2,613,533) 2	11,277,010	-	11,277,010	-	11,277,010	\$ 11,277,010
Secondary Effects Project - Norco	1,100,000	14,928,180	16,028,180	-	16,028,180	-	16,028,180	\$ 16,028,180
2010 IPP / FPP - District	350,000	$(350,000)$ $\frac{3}{2}$	-	-	-	-	-	\$ -
Nursing/Sciences Building - Riverside	35,336	16,311,867 2	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 3	6,232,049	-	6,232,049	-	6,232,049	\$ 6,232,049
Audio Visual Upgrade and Lighting Project - Moreno Valley	200,000	(65,543)	134,457	-	134,457	-	134,457	\$ 134,457
Emergency Phone Project - Moreno Valley	450,000	(108,418)	341,582	-	341,582	-	341,582	\$ 341,582
Mechanical Upgrade Project - Moreno Valley	875,000	(214,755)	660,245	-	660,245	-	660,245	\$ 660,245
Physicians Assistant Laboratory Remodel - Moreno Valley	120,000	(70,809)	49,191	-	49,191	-	49,191	\$ 49,191
Science Laboratories Remodel Project - Moreno Valley	500,000	(197,196)	302,804	-	302,804	-	302,804	\$ 302,804
Coil School for the Arts - Riverside	16,180,000	8,100,001	24,280,001	-	24,280,001	13,660,934 la	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	\$ -

Project	Project Funding Source								
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Wheelock PE Complex Gymnasium Retrofit - Phase I & II - Riverside	194,546	13,010,336	13,204,882	-	13,204,882	9,165,000 a	p 22,369,882	\$	13,204,882
Groundwater Monitoring Wells - Norco	100,000	111,149	211,149	-	211,149	16,696	227,845	\$	211,149
PBX / NOC / M & O Facility - Moreno Valley	3,024,082	(92,375)	2,931,707	-	2,931,707	-	2,931,707	\$	2,931,707
Student/Academic Services Facility Project - Moreno Valley	43,336	5,896,481	5,939,817	-	5,939,817	14,036,000 p	19,975,817	\$	5,939,817
Swing Space - Market Street Properties	484,500	252,803	737,303	-	737,303	-	737,303	\$	737,303
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	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)	5,999,897	-	5,999,897	-	5,999,897	\$	5,999,897
Ben Clark Training Center Education Center Building - Moreno Valley	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
Self-Generation Incentive Program - Norco	10,000	3,074,801	3,084,801	-	3,084,801	- 1	3,084,801	\$	3,084,801
Alumni Carriage House Restoration Project	130,000	(7,730)	122,270	-	122,270	-	122,270	\$	122,270
Total Completed Projects	\$ 220,082,957	\$ 128,652,345	\$ 348,735,302	\$ -	\$ 348,735,302	\$ 140,126,286	\$ 488,861,588	\$	348,723,439
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 <sub>1</sub>	\$ 38,645,000	\$	6,299,554
Feasibility / Planning / Management / Staffing	7,591,758	-	7,591,758	-	7,591,758	-	7,591,758	\$	7,242,091
Center for Human Performance - Norco	83,000	3,500	86,500	-	86,500	2,702,000 [	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	- I	112,009	\$	112,009
Cosmetology Building - Riverside	20,000	122,500	142,500	-	142,500	- I	142,500	\$	142,500
Library Learning Center - Moreno Valley	127,000	15,914	142,914		142,914	-	142,914	\$	142,914

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	Total Estimated Project Budget	Actual Measure C Expenditures thru 04/30/25					
Multimedia and Arts Center (MAC) - Norco	114,000	-	114,000	-	114,000	-	114,000	\$ 114,000					
Organic Chemistry Lab - Moreno Valley	132,428	-	132,428	-	132,428	3,779,172	3,911,600	\$ -					
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	\$ 20,414,436					
Total In-Progress or Initial Phase Projects	\$ 19,538,973	\$ 16,723,846	\$ 36,262,819	\$ -	\$ 36,262,819	\$ 40,617,609	\$ 76,880,428	\$ 35,032,991					
ram Reserve/Contingency													
Program Contingency - District Wide	10,000,000	(9,811,327)	188,673	-	-	-	-	-					
Program Reserve - District Wide	24,000,000	(24,000,000)	3 -	-	-	-	-	-					
Total Program Reserve/Contingency	\$ 34,000,000	\$ (33,811,327)	\$ 188,673	\$ -	\$ -	\$ -	\$ -	\$ -					
Total Projects	\$ 273,621,930	\$ 111,564,864	\$ 385,186,794	\$ -	\$ 384,998,121	\$ 180,743,895	\$ 565,742,016	\$ 383,756,430					
Five Year Capital Construction Plan													
Life Science / Physical Science Remodel - Riverside	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
Total 5 Yr Cap Constr Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						

a Actual State Construction Act Funding

d Private donations

la LaSierra Funding

p Projected State Construction Act Funding

r Redevelopment Funding

s Actual State Scheduled Maintenance Funding Requiring District Match

t SGIP Grant Incentives

h Riverside Community Hospital

<sup>1</sup> Change Order(s) / Scope Change / Additional Phases

<sup>2</sup> Project Budget Savings

<sup>3</sup> Reallocated to Specific Project

Estimated  Current Board Additional Total Estimated Actual and  Approved Measure C Measure C Budget Measure C Project Projected Total Estim  Project Budget Requirements Budget State/Other Funding Project Budget		ual Measure C
		 oenditures thru 04/30/25
District Allocation \$ 21,981,730		
<u>Completed</u>		
		\$ 737,033
	5,693	\$ 316,693
	),589	\$ 20,589
	9,121	\$ 59,122
	9,981	\$ 2,629,981
Emergency Phone Project - District Wide 10,000 - 10,000 - 1	0,000	\$ 10,000
Logic Domain - Capital Project Management System 16,699 - 16,699 1,101 1	7,800	\$ 15,999
Infrastructure Projects - District Wide 28,580 - 28,580 - 2	3,580	\$ 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 - 73	7,303	\$ 737,303
Electronic Contract Document Storage - District Wide	-	\$ 
Culinary Arts/District Office Building - District - 50% 16,472,929 - 16,472,929 812,378 rh 17,28	5,307	\$ 16,663,929
Scheduled Maintenance New Allocation - District Wide 7,443 - 7,443 -	7,443	\$ 7,443
Alumni Carriage House Restoration Project 122,270 - 122,270 - 12	2,270	\$ 122,270
Total District Completed Projects \$ 21,165,931 \$ - \$ 21,165,931 \$ 813,479 \$ 21,97	9,410	\$ 21,356,232
In-Progress or Initial Phase		
Feasibility/Planning/Management/Staffing         \$ 447,914         \$ -         \$ 447,914         \$ -         \$ 447,914	7,914	\$ 427,283
Firewall Project - Districtwide 314,016 - 314,016 600,000 91	1,016	\$ 314,016
Total District In-Progress or Initial Phase Projects \$\frac{761,930}{\$}\$\$ - \$\frac{761,930}{\$}\$\$\$ \frac{500,000}{\$}\$\$\$\$ \$1,36\$	,930	\$ 741,299
Total All District Projects \$ 21,927,861 \$ - \$ 21,927,861 \$ 1,413,479 \$ 23,34	,340	\$ 22,097,531
Total Remaining District Allocation <u>S 53,869</u> <u>Five Year Capital Construction Plan</u>		
\$ - \$ - \$ - \$ - \$		
Total District 5 Yr Capital Construction Plan \$ - \$ - \$ - \$		

Project							
	Current Board Approved Measure C Project Budget	Approved Measure C Measure C Budget Measure C Project		State/Other Funding Project Budget			tual Measure C penditures thru 04/30/25
Civerside Allocation			<del>3</del> 193,493,273				
Completed Certificates of Participation (1993 & 2001) - Refunding	\$ 6,583,329	\$ -	\$ 6,583,329	\$ -	\$ 6,583,329	\$	6,583,329
GO Bond Issuance Related Expenditures	2,828,765	-	2,828,765	-	2,828,765	\$	2,828,765
Phone and Voicemail Upgrades - District Wide	183,925	-	183,925	-	183,925	\$	183,925
Computer/Network/System Upgrades - District Wide	528,081	-	528,081	-	528,081	\$	528,081
Emergency Phone Project - District Wide	178,626	-	178,626	-	178,626	\$	178,626
Long Range Master Plan - District Wide	786,422	-	786,422	-	786,422	\$	786,422
Logic Domain - Capital Project Management System	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	2,444,632	a 9,844,137	\$	7,399,505
Quad Modernization - Riverside	9,171,807	-	9,171,807	12,554,000	a 21,725,807	\$	9,171,807
Bradshaw Building Electrical Project - Riverside	366,353	-	366,353	-	366,353	\$	366,353
Food Services Remodel - Riverside	987,705	-	987,705	-	987,705	\$	987,705
Scheduled Maintenance - Historic - District Wide	870,873	-	870,873	1,516,571	2,387,444	\$	870,873
Black Box Theatre Remodel Project - Riverside	10,955	-	10,955	-	10,955	\$	10,955
Food Services "grab-n'-go" Facility Project - Riverside	81,372	-	81,372	-	81,372	\$	81,372
Lovekin Parking/Tennis Project - Riverside	4,351,724	-	4,351,724	-	4,351,724	\$	4,351,724
Technology Building A Remodel Project - Riverside	11,375	-	11,375	-	11,375	\$	11,375
Aquatics Center - Riverside	10,874,233	-	10,874,233	d -	10,874,233	\$	10,874,233
Interim Parking Lease - Riverside	177,023	-	177,023	-	177,023	\$	177,023
Parking Structure Fall Deterrent - Riverside	7,576	-	7,576	-	7,576	\$	7,576
Quad Basement Remodel Project - Riverside	352,941	-	352,941	-	352,941	\$	352,941

Project						
	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 04/30/25
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	\$ 25,736,077
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 p	22,369,882	\$ 13,204,882
Cellular Repeater Booster System - Riverside	18,879	-	18,879	-	18,879	\$ 18,879
Student Services Building - Riverside	22,291,234	-	22,291,234	-	22,291,234	\$ 22,291,234
Electronic Contract Document Storage - District Wide	-	-	-	-	-	\$ -
Culinary Arts/District Office Building - Riverside - 50%	16,854,928	-	16,854,928	812,379 r	17,667,307	\$ 16,663,929
Master Plan Updates - District Wide	954,923	-	954,923	-	954,923	\$ 954,923
Greenhouse Building - Riverside	500,000	-	500,000	103,500	603,500	\$ 500,000
Football Field and Running Track Renovation Project - Riverside	620,675	-	620,675	5,671,243	6,291,918	\$ 620,675
Scheduled Maintenance New Allocation - District Wide	1,457,985	-	1,457,985	168,690	1,626,675	\$ 1,457,986
Nursing/Sciences Building - Riverside	16,347,203	-	16,347,203	45,439,400 <sup>a</sup> p	61,786,603	\$ 16,347,203
Total Riverside Completed Projects	\$ 182,070,261	\$ -	\$ 182,070,261	\$ 101,697,584	\$ 283,767,845	\$ 181,873,010
In-Progress or Initial Phase						
Feasibility/Planning/Management/Staffing	\$ 4,000,856	\$ -	\$ 4,000,856	\$ -	\$ 4,000,856	\$ 3,816,582
Life Science/Physical Science Reconstruction - Riverside	6,308,563	-	6,308,563	32,336,437 p	38,645,000	\$ 6,299,554
Cosmetology Building - Riverside	142,500		142,500	<u></u>	142,500	\$ 142,500
Total Riverside In-Progress or Initial Phase Projects	\$ 10,451,919	\$ -	\$ 10,451,919	\$ 32,336,437	\$ 42,788,356	\$ 10,258,636
Total All Riverside Projects	\$ 192,522,180	\$ -	\$ 192,522,180	\$ 134,034,021	\$ 326,556,201	\$ 192,131,646
Total Remaining Riverside Allocation			\$ 973,093			
Five Year Capital Construction Plan						
Life Science / Physical Science Remodel	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Riverside 5 Yr Capital Construction Plan	\$ -	\$ -	\$ -	\$ -	\$ -	

	Project									
		Current Board Approved Measure C Project Budget		Estimated Additional Measure C Budget Requirements		Total Estimated  Ieasure C Project  Budget  72,770,692	Actual and Projected State/Other Funding	ojected Total Estimated		etual Measure C ependitures thru 04/30/25
Noi	co Allocation				4	1231103022				
	Completed 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,		-	Ψ	1,089,638	Ψ -	Ψ	1,089,638	\$ 1,089,638
	Phone and Voicemail Upgrades - District Wide	70,				70,847			70,847	\$ 70,847
	Computer/Network/System Upgrades - District Wide	203,		_		203,417			203,417	\$ 203,417
	Emergency Phone Project - District Wide	102,		_		102,773	=		102,773	\$ 102,773
	Long Range Master Plan - District Wide	362,		_		362,670			362,670	\$ 362,670
	Logic Domain - Capital Project Management System	57,				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	257,324.00		507,648	\$ 250,324
)	Scheduled Maintenance New Allocation - District Wide	583,	642	-		583,642	72,430.00		656,072	\$ 583,642
	Self-Generation Incentive Program - Norco	3,084,	801	-		3,084,801	-	t	3,084,801	\$ 3,084,801
	Central Plant Boiler Replacement - Norco	161,	847			161,847			161,847	\$ 161,847
	Total Norco Completed Projects	\$ 70,604,	983	\$ -	\$	70,604,983	\$ 19,703,180	\$	90,308,163	\$ 70,602,577

Project					Proj	ect Funding Sour	e				
	Appr	urrent Board oved Measure C roject Budget	Estimated Additional Measure C Budget Requirements		Total Estimated Measure C Project Budget		Actual and Projected State/Other Funding		Total Estimated Project Budget		ctual Measure C ependitures thru 04/30/25
In-Progress or Initial Phase											
Feasibility/Planning/Management/Staffing	\$	1,541,127	\$	-	\$	1,541,127	\$	-	\$	1,541,127	\$ 1,470,144
Center for Human Performance - Norco		86,500		-		86,500		2,702,000	p	2,788,500	\$ 86,500
Multimedia and Arts Center (MAC) - Norco		114,000		-		114,000		-		114,000	\$ 114,000
Total Norco In-Progress or Initial Phase Projects	\$	1,741,627	\$	-	\$	1,741,627	\$	2,702,000	\$	4,443,627	\$ 1,670,644
Total All Norco Projects	\$	72,346,610	\$	-	\$	72,346,610	\$	22,405,180	\$	94,751,790	\$ 72,273,221
Total Remaining Norco Allocation					<u>\$</u>	424,082					
Five Year Capital Construction Plan											
	\$	-	\$	-	\$	-	\$	-	\$	-	
Total Norco 5 Yr Capital Construction Plan	\$	=	\$	-	\$	-	\$	-	\$	-	

Project									
	Current Bo Approved Mea Project Bud	easure C Measure C Budget Measure C udget Requirements Budge		al Estimated ure C Project Budget	Actual and Projected State/Other Funding	Total Estimated		cual Measure C penditures thru 04/30/25	
oreno Valley Allocation				9	79,809,061				
<u>Completed</u> Certificates of Participation (1993 & 2001) - Refunding	\$ 2,63	5,830	\$ -	\$	2,635,830	\$ -	\$ 2,635,830	\$	2,635,830
GO Bond Issuance Related Expenditures	1,13	2,580	-		1,132,580	-	1,132,580	\$	1,132,580
Phone and Voicemail Upgrades - District Wide	7	3,639	-		73,639	-	73,639	\$	73,639
Computer/Network/System Upgrades - District Wide	21	1,433	-		211,433	-	211,433	\$	211,433
Emergency Phone Project - District Wide	8	8,318	-		88,318	-	88,318	\$	88,318
Long Range Master Plan - District Wide	28	9,985	-		289,985	-	289,985	\$	289,985
Logic Domain - Capital Project Management System	5	9,720	-		59,720	3,937	63,657	\$	57,217
Infrastructure Projects - District Wide	10	2,211	-		102,211	-	102,211	\$	102,211
Utility Retrofit Project - District Wide	1,38	8,503	-		1,388,503	-	1,388,503	\$	1,388,503
Modular Redistribution Projects (All campuses and BCTC)	3,93	9,832	-		3,939,832	-	3,939,832	\$	3,939,831
ECS Secondary Effects - Moreno Valley	28	6,227	-		286,227	-	286,227	\$	286,227
Hot Water Loop System & Boiler Replacement - Moreno Valley	86	9,848	-		869,848	-	869,848	\$	869,848
ECS Building Upgrade Project - Moreno Valley / Norco	25	2,296	-		252,296	-	252,296	\$	252,296
Scheduled Maintenance - Historic - District Wide	35	1,322	-		351,322	635,669	986,991	\$	351,322
Safety and Site Improvement Project - Moreno Valley	71	9,827	-		719,827	200,000	919,827	\$	719,827
Administrative Move to Humanities Bldg - Moreno Valley	2	5,990	-		25,990	-	25,990	\$	25,990
Food Services Remodel - Moreno Valley	2,64	9,606	-		2,649,606	28,000	2,677,606	\$	2,649,606
Nursing Portables - Moreno Valley	70	5,338	-		705,338	-	705,338	\$	705,338
Learning Gateway Building - Moreno Valley	4,98	4,261	-		4,984,261	-	4,984,261	\$	4,984,261
Audio Visual Upgrade and Lighting Project - Moreno Valley	13	4,457	-		134,457	-	134,457	\$	134,457
Emergency Phones Project - Moreno Valley	34	1,582	-		341,582	-	341,582	\$	341,582
Mechanical Upgrade Project - Moreno Valley	66	0,245	-		660,245	-	660,245	\$	660,245
Physicians Assistant Laboratory Remodel - Moreno Valley	4	9,191	-		49,191	-	49,191	\$	49,191
Science Laboratories Remodel Project - Moreno Valley	30	2,804	-		302,804	-	302,804	\$	302,804
Student/Academic Services Facility Project - Moreno Valley	5,93	9,817	-		5,939,817	14,036,000	p 19,975,817	\$	5,939,817
2010 IPP/FPP - District - 21.1%		-	-		-	-	-	\$	-
PBX/Network Operations Centers - Moreno Valley	2,93	1,707	-		2,931,707	-	2,931,707	\$	2,931,707
Electronic Contract Document Storage - District Wide		-	-		-	-	-	\$	-
Master Plan Updates - District Wide	87	7,500	-		877,500	-	877,500	\$	877,500

Project	Project Funding Source										
	Current I Approved M Project B	easure C	Ad Measui	timated ditional re C Budget nirements	_	Total Estimated casure C Project Budget	State	Actual and Projected e/Other Funding		Total Estimated Project Budget	etual Measure C ependitures thru 04/30/25
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
Scheduled Maintenance New Allocation - District Wide		603,462		-		603,462		72,430		675,892	\$ 603,462
March Dental Education Center - Moreno Valley	9,	877,088		-		9,877,088		-		9,877,088	\$ 9,877,088
Total Moreno Valley Completed Projects	\$ 56,	270,987	\$	-	\$	56,270,987	\$	17,869,174	\$	74,140,161	\$ 56,268,483
In-Progress or Initial Phase Feasibility/Planning/Management/Staffing	\$ 1,	601,861	\$	-	\$	1,601,861	\$	-	\$	1,601,861	\$ 1,528,081
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
Library Learning Center - Moreno Valley		142,914		-		142,914		-		142,914	\$ 142,914
Organic Chemistry Lab - Moreno Valley		132,428		-		132,428		3,779,172		3,911,600	\$ -
Student Services Welcome Center Project - Moreno Valley	21,	153,160		-		21,153,160		1,200,000		22,353,160	\$ 20,414,436
Total Moreno Valley In-Progress or Initial Phase Projects	\$ 23,	307,343	\$	-	\$	23,307,343	\$	4,979,172	\$	28,286,515	\$ 22,362,411
Total All Moreno Valley Projects	\$ 79,	578,330	\$	-	\$	79,578,330	\$	22,848,346	\$	102,426,676	\$ 78,630,894
Total Remaining Moreno Valley Alloca	tion				<u>\$</u>	230,731					
Five Year Capital Construction Plan	\$	_	\$	_	\$	_	\$	_	\$	_	
Total Moreno Valley 5 Yr Capital Construction Plan	\$	-	\$	-	\$	-	\$	-	\$		

Actual State Scheduled Maintenance Funding Requiring District Match

t SGIP Grant Incentivesh Riverside Community Hospital

Project					Proje	ct Funding Sour	ce					
	App	Current Board roved Measure C roject Budget	A Meas	Estimated Additional ure C Budget quirements		otal Estimated nsure C Project Budget	State	Actual and Projected e/Other Funding		otal Estimated Project Budget		tual Measure C penditures thru 04/30/25
entrally Controlled Allocation					\$	18,811,813						
<u>Completed</u>												
Utility Infrastructure and IT Upgrade Project - District Wide	\$	6,232,049	\$	-	\$	6,232,049	\$	-	\$	6,232,049	\$	6,232,049
District Design Standards		345,032		-		345,032		-		345,032	\$	345,031
IT Upgrade (including audit) - District Wide		5,999,897		-		5,999,897		-		5,999,897	\$	5,999,897
ADA Transition Plan - District Wide		6,046,162		-		6,046,162		42,869		6,089,031	\$	6,046,162
Total Centrally Controlled Completed Projects	\$	18,623,140	\$	-	\$	18,623,140	\$	42,869	\$	18,666,009	\$	18,623,139
In-Progress or Initial Phase												
Program Contingency - District Wide	\$	188,673	\$	-	\$	-	\$	-	\$	-	\$	-
Program Reserve - District Wide		-		-		-		-		-	\$	-
Total Centrally Controlled In-Progress or Initial Phase Projects	\$	188,673	\$	-	\$	-		-	\$	-	\$	=
Total All Centrally Controlled Projects	\$	18,811,813	\$	-	\$	18,623,140	\$	42,869	\$	18,666,009	\$	18,623,139
<b>Total Remaining Centrally Controlled</b>	Alloca	ation			<u>\$</u>	188,673						
Total Completed Projects All Sites	\$	348,735,302	\$	_	\$	348,735,302	\$	140,126,286	\$	488,861,588	\$	348,723,441
Total In-Progress or Initial Phase Projects All Sites	\$	36,451,492	\$	-	\$	36,262,819		40,617,609	\$	76,880,428	\$	35,032,990
Total Projects All Sites	\$		\$	-	\$	384,998,121	\$	180,743,895	\$	565,742,016	\$	383,756,431
Total Remaining Allocations					\$	1,870,448						
a Actual State Construction Act Funding									**04	/30/25**		
d Private donations										ite totals off due to	o round	C
La LaSeirra Funding Projected State Construction Act Funding										pleted	\$	2
r Redevelopment Funding									In-Pi Total	rogress 1	\$ \$	(1)

Measure CC Authorization					
Voter Approved Measure CC Authorization Issuances Series 2025 A through Series x	ı - February 2025	5		\$	954,000,000 (203,403,750)
Remaining Measure CC Authorization				\$	750,596,250
Measure CC - Cash on Hand				\$	183,518,425
Proceeds/Income					
<u>Issuance Proceeds</u> Series 2025 A through Series x				\$	203,403,750
<u>Issuance Premiums</u> Series 2025 A through Series x					-
Interest Income FY 2024-2025 through FY 2024-2025					-
<u>Fair Market Value of Investments</u> FY 2024-2025 through FY 2024-2025					-
Other Income None		\$	- -		
			-		
Total Other Income					
Total Proceeds/Income				\$	203,403,750
<b>Project Commitments / Proposed Projects</b>					
Completed Projects In-Progress Projects Program Reserve / Contingency		\$	- -	_	
<b>Total Project Commitments</b>					
FY 2024-2025 Contingency Account	Page 1 of 10			\$	203,403,750

Project						Proj	ect Fundi		e						
	Initial M	Approved leasure CC et Budget	Approv	osequent ved Budget ustments	Approve	nt Board d Measure ect Budget	Add Meas Bu	mated itional ure CC dget rements	Measi	Estimated ure CC t Budget	Pro State	ual and ojected e/Other inding	Estimated t Budget	Expe	al Measure CC enditures thru 04/30/25
ompleted															
None	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-
		-		-		-		-		-		-	-		-
		-		-		-		-		-		-	-		-
		-		-		-		-		-		-	-		
		-		-		-		-		-		-	 -		-
Total Completed Projects	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	
n-Progress or Initial Phase		_			_										
Corona Center at Parkridge and Main	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	19,885,325
		-		-		-		-		-		-	-		-
		-		-		-		-		-		-	-		-
		-		-		-		-		-		-	-		
		-		-		-		-		-		-	 -		-
Total In-Progress or Initial Phase Projects	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	19,885,325
rogram Reserve/Contingency															
Program Contingency		-		-		-		-		-		-	-		
Program Reserve				-		-		-		-		-	 -		
Total Program Reserve/Contingency	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	
Total Projects	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ 	\$	19,885,325
Five Year Capital Construction Plan															
	\$		\$	-	\$	-	\$	-	\$	-	\$	-	\$ -		
Total 5 Yr Cap Constr Plan	\$	-	\$		\$	-	\$	-	\$	-	\$	-	\$ -		

Project					Project Fu	nding Sour	ce				
	Approved	nt Board I Measure ect Budget	Add Measure	imated litional CC Budget irements	Measure	Estimated CC Project dget	Pro	ual and jected ier Funding	Estimated t Budget	_	easure CC ures thru 0/25
erside City Allocation					\$	_					
<u>Completed</u>											
	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-
		-		-		-		-	-		-
		-		-		=		=	-		-
		-		-		-		-	-		-
		-		_		-	· <del></del>	-	 -		-
Total Riverside City Completed Projects	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-
	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-
		-		-		-		-	-		-
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		<u> </u>						<u> </u>			
Total Riverside City In-Progress or Initial Phase Projects	\$	_	\$	_	\$	_	\$		\$ _	\$	
Total All Riverside City Projects	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-
Total Remaining Riverside City Allocation					\$						
Five Year Capital Construction Plan											
	\$	-	\$	-	\$	-	\$	-	\$ _		
Total Riverside City 5 Yr Capital Construction Plan	\$	-	\$	-	\$	-	\$	-	\$ -	•	

Project					Project Fu	ınding Sour	ce					
	Curren Approved CC Proje		Add Measure	imated litional CC Budget irements	Measure	Estimated CC Project idget	Pro	ial and jected ier Funding		Estimated t Budget	Expendi	easure CC tures thru 30/25
npa Valley Allocation					\$	-						
Completed												
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
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Total Jurupa Valley Completed Projects	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
		-		-		-		-		-		
		-		-		-		-		-		-
Total Jurupa Valley In-Progress or Initial Phase Projects	ф.	-	<u></u>	-	<u>.</u>	-	\$	-	<u> </u>	-	<u>e</u>	-
Total All Jurupa Valley Projects		-	\$		\$	-	\$		\$ \$	-	\$	
Total All Jurupa Valley Projects	\$	-	\$		\$	-	\$		\$	-	<u> </u>	
<b>Total Remaining Jurupa Valley Allocation</b>					\$							
Five Year Capital Construction Plan												
	\$	-	\$	-	\$	-	\$	-	\$	-		
Total Jurupa Valley 5 Yr Capital Construction Plan	\$	-	\$	-	\$	-	\$	-	\$	-	•	

Project					Project Fu	nding Sour	ce			<u>.</u>	
	Approve	nt Board d Measure ect Budget	Add Measure	imated litional CC Budget irements	Measure (	stimated CC Project dget	Proj	al and jected er Funding	Estimated t Budget	Actual Mea Expenditu 04/30	res thru
co Allocation					\$	-					
<u>Completed</u>											
	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-
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Total Norco Completed Projects	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-
	\$	-	\$	-	\$	-	\$	-	\$ -	\$	
				_				_			
				_				-	_		
		-		-		-		-	-		-
Total Norco In-Progress or Initial Phase Projects	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-
Total All Riverside City Projects	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-
Total Remaining Norco Allocation					<u>\$</u>						
Five Year Capital Construction Plan											
	\$	-	\$	_	\$	_	\$	-	\$ -		
Total Norco 5 Yr Capital Construction Plan	\$	-	\$	-	\$	-	\$	-	\$ -	•	

Project					Project Fu	nding Sour	ce			_	
	Approve	nt Board d Measure ect Budget	Add Measure	imated litional CC Budget irements	Measure (	Estimated CC Project dget	Pro	ual and jected er Funding	Estimated t Budget	Expe	al Measure CC enditures thru 04/30/25
ona Center at Parkridge and Main Allocation					\$	-					
<u>Completed</u>											
	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-
		-		-		-		-	-		-
		-		-		-		-	-		-
		-		-		-		-	-		-
		-		-		-		-	 -		-
Total Corona Center Completed Projects	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-
Corona Center at Parkridge and Main	\$	-	\$	-	\$	-	\$	-	\$ -	\$	19,885,32
		_		_		_					
		-		_		-		-	_		
Total Corona Center In-Progress or Initial Phase Projects	\$	-	\$	_	\$	-	\$	-	\$ -	\$	19,885,32
Total All Corona Center Projects	\$	-	\$	-	\$	-	\$	-	\$ -	\$	19,885,32
Total Remaining Corona Center at Parkridge and Main Allocation					<u>\$</u>						
Five Year Capital Construction Plan											
	\$	-	\$	-	\$	-	\$	-	\$ -		
Total Corona Center 5 Yr Capital Construction Plan	\$	-	\$	-	\$	-	\$	-	\$ -		

Project					Project Fu	nding Sour	ce					
	Current Approved CC Projec	Measure	Add Measure	mated itional CC Budget rements	Total Es Measure C Bud	-	Proj	al and ected er Funding		Estimated Budget	Actual Meas Expenditur 04/30/	es thru
reno Valley Allocation					\$	-						
<u>Completed</u>												
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
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Total Moreno Valley Completed Projects	\$	-	\$	-	\$	-	\$	-	\$	-	\$	
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	
		-		<u> </u>		-		-		-		
		<u> </u>				<u>-</u>		<u> </u>		<u> </u>		
										<u> </u>		
Total Moreno Valley In-Progress or Initial Phase Projects	\$	_	\$		\$		\$		\$		\$	
Total All Moreno Valley Projects		-	\$	-	\$	-	\$	-	\$	-	\$	
									-			
Total Remaining Moreno Valley Allocation					\$							
Five Year Capital Construction Plan												
	\$	-	\$	-	\$	-	\$	-	\$	-		
Total Moreno Valley 5 Yr Capital Construction Plan	\$	-	\$	-	\$	_	\$	_	\$	-		

Project					Project Fu	nding Sour	ce				<u>.</u>	
	Approved	nt Board I Measure ect Budget	Add Measure	imated litional CC Budget rements	Measure (	stimated CC Project dget	Pro	al and jected er Funding		Estimated t Budget	Actual Mea Expenditu 04/30	res thru
Clark Training Center Allocation					<b>\$</b>	-						
Completed												
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
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Total Ben Clark Training Center Completed Projects	\$	-	\$	-	\$	-	\$	-	\$	-	\$	
n-Progress or Initial Phase	\$	_	\$		\$		\$		\$		\$	
	J)		Φ		Ψ		Φ		Ψ		Ψ	
								<u> </u>				
Total Ben Clark Training Center In-Progress or Initial Phase Projects	\$	_	\$		\$		\$	_	\$		\$	
Total All Ben Clark Training Center Projects		-	\$	-	\$	-	\$	-	\$	-	\$	
Total Remaining Ben Clark Training Center Allocation					<u>\$</u>							
Five Year Capital Construction Plan												
	\$	_	\$	_	\$	_	\$	-	\$	_		
Total Ben Clark Training Center 5 Yr Capital Construction Plan			\$	_	\$	_	\$	_	\$	_	•	

Project					Project Fu	nding Sour	ce					
	Curren Approved CC Projec	Measure	Add Measure	mated itional CC Budget rements	Measure	Estimated CC Project dget	Pro	ual and jected ner Funding		Estimated t Budget	Expendit	easure CC tures thru 30/25
strict Allocation					\$	-						
<u>Completed</u>												
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
		-		-		-		-		-		-
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	_	-				-		-		-		_
Total District Completed Projects	\$	-	\$	-	\$	-	\$	-	\$	-	\$	_
In-Progress or Initial Phase												
-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	
-		-		-		-		-		-		
		-		-		-		-		-		-
		-		-		-		-		-		
		-				-		-		-		
Total District In-Progress or Initial Phase Projects		-	\$	-	\$	-	\$	-	\$	-	\$	
Total All District Projects	\$	-	\$		\$	-	\$		\$	-	\$	
					0							
Total Remaining District Allocation					3							
E' - V C - '/- I C												
Five Year Capital Construction Plan	¢		¢		¢.		¢		¢			
Total District 5 Yr Capital Construction Plan	\$	-	\$		\$	-	\$	-	\$			
Total District 5 11 Capital Construction Fian	Ф	-	\$		\$	-	<u> </u>	-	\$	-		
Total Completed Projects All Sites	\$		\$		\$		\$		\$		\$	
Total In-Progress or Initial Phase Projects All Sites	\$	<u> </u>	\$	<del>-</del>	\$	<u> </u>	\$	<del>-</del>	\$	<u>-</u>	\$	
Total Projects All Sites	\$	-	\$		\$	-	\$		\$	-	\$	
Total Projects All Sites	Ψ	-	φ	<del>-</del>	Ψ	-	Φ	-	φ	-	Ψ	

**Total Remaining Allocations** 

Project			Project Funding Sour	ce			
		Estimated					
	Current Board	Additional	Total Estimated	Actual and		Actual Measu	ure CC
	<b>Approved Measure</b>	Measure CC Budget	Measure CC Project	Projected	Total Estimated	Expenditure	s thru
	CC Project Budget	Requirements	Budget	State/Other Funding	Project Budget	04/30/25	5
					**04/30/25**		
					By Site totals off due t	o rounding:	
					Completed	\$	-
					In-Progress	\$	-
					Total	\$	-

								(	Cen	trally Controlle	ed		
	N	Noreno Valley College	N	lorco 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	\$ 19,300,000	\$	24,000,000	\$	10,000,000	\$ 381,100,000
Redistribution of Specific Donations/Rebates	\$	(1,086,934)	\$	(975,883)	\$	3,293,229	\$ (326,040)	\$ -	\$	(642,104)	\$	(262,268)	
Income Distribution Through June 30, 2024	\$	792,376	\$	1,387,013	\$	2,800,091	\$ 208,937	\$ -	\$	275,340	\$	304,812	\$ 5,768,568
Additional Allocation from District/Centrally Controlled	\$	10,903,619	\$	6,059,562	\$	14,301,953	\$ 2,898,833	\$ (28,317)	\$	(23,633,236)	\$	(9,853,871)	\$ 648,543
Total Measure C Allocation	\$	79,809,061	\$	72,770,692	\$	193,495,273	\$ 21,981,730	\$ 19,271,683	\$	-	\$	188,673	\$ 387,517,111
Project Commitments	\$	(79,578,330)	\$	(72,346,610)	\$	(192,522,180)	\$ (21,927,861)	\$ (19,271,683)	\$	-	\$	-	\$ (385,646,664)
Remaining Uncommitted Funds	Ś	230,731	\$	424,082	\$	973,093	\$ 53,869	\$ -	\$	-	\$	188,673	\$ 1,870,448

MORENO VALLEY COLLEGE				•						
Description	Total P	roiect Budget	M	easure C Budget	ı	Non-Measure C Additional Meas Budget Budget		litional Measure C	C Measure C Allocation	
Beschpton		ojeet zaaget		cusure e buuger		2 augus		244801	\$	69,200,000
Redistribution of College Specific Donations/Rebates Included in Original Allocation							\$	(1,086,934)		68,113,066
Distribution of Interest, Donations/Rebates Income from original								, , , , ,		
allocation through June 30, 2024							\$	792,376	\$	68,905,442
APPROVED PROJECTS										
Certificates of Participation (93 & 01 Refunding)	\$	2,635,830	\$	2,635,830	\$	-	\$	-	\$	66,269,612
CO Bond Issuance Related Expenditures	\$	1,132,580	\$	1,132,580	\$	-	\$	-	\$	65,137,032
District Phone & VM upgrade	\$	73,639	\$	73,639	\$	-	\$	-	\$	65,063,393
ECS Secondary Effects	\$	286,227	\$	286,227	\$	-	\$	-	\$	64,777,166
Emergency Phone Project	\$	88,318	\$	88,318	\$	-	\$	-	\$	64,688,848
Long Range Master Plans	\$	289,985	\$	289,985	\$	-	\$	-	\$	64,398,863
Hot Water Loop System & Boiler Replacement	\$	869,848	\$	869,848	\$	-	\$	-	\$	63,529,015
Logic Domain- CMP System	\$	63,657	\$	59,720	\$	3,937	\$	-	\$	63,469,295
Infrastructure Projects (IT Upgrade)	\$	102,211	\$	102,211	\$	-	\$	-	\$	63,367,084
Utility Retrofit Project (NORESCO)	\$	1,388,503	\$	1,388,503	\$	-	\$	-	\$	61,978,581
Modular Redistribution Projects	\$	3,939,832	\$	3,939,832	\$	-	\$	-	\$	58,038,749
Scheduled Maintenance Match (Historical)	\$	986,991	\$	351,322	\$	635,669	\$	-	\$	57,687,427
ECS Bldg. Upgrade	\$	252,296	\$	252,296	\$	-	\$	-	\$	57,435,131
District Computer/Network System Upgrade	\$	211,433	\$	211,433	\$	-	\$	=	\$	57,223,698
Safety & Site Improvement Project	\$	919,827	\$	719,827	\$	200,000	\$	=	\$	56,503,871
Food Services Remodel (& Int facilities)	\$	2,677,606	\$	2,649,606	\$	28,000	\$	=	\$	53,854,265
Network Operations Center	\$	2,931,707	\$	2,931,707	\$	-	\$	-	\$	50,922,558
Learning Gateway Building & Lions Lot	\$	4,984,261	\$	4,984,261	\$	-	\$	-	\$	45,938,297
Student Academic Services-Phase III	\$	19,975,817	\$	5,939,817	\$	14,036,000	Ś	_	\$	39,998,480
Science Lab Remodel (Phase I&II)	\$	302,804	\$	302,804	\$	-	\$	-	\$	39,695,676
Feasibility/Planning/Mngmnt/Staffing	\$	1,601,861	\$	1,601,861	\$	-	\$	-	\$	38,093,815
Scheduled Maintenance (2010+) (\$640Kx5 years)	\$	675,890	\$	603,460	\$	72,430	\$	-	\$	37,490,355
Nursing Portables	\$	705,338	\$	705,338	\$	-	\$	705,338	\$	37,490,355
A/V & Lighting Hum 129 & SS 101	\$	134,457	\$	134,457	\$	-	\$	-	\$	37,355,898
MVC Master Plan Update	\$	877,500	\$	877,500	\$	-	\$	186,000	\$	36,664,398
Electronic Contract Document Storage	\$	-	\$	-	\$	-	\$	-	\$	36,664,398
Dental Education Center	\$	9,877,088	\$	9,877,088	\$	-	\$	373,349	\$	27,160,659
Adm Move to Humanities	\$	25,990	\$	25,990	\$	-	\$	-	\$	27,134,669
Mechanical Upgrade Projects	\$	660,245	\$	660,245	\$	-	\$	-	\$	26,474,424
2013 FPP/IPP	\$	-	\$	-	\$	-	\$	_	\$	26,474,424
Emergency Phone Repairs	\$	341,582	\$	341,582	\$	-	\$	341,582	\$	26,474,424
Physician Asst Lab Remodel	\$	49,191	\$	49,191	\$	-	\$	49,191	\$	26,474,424
MVC Student Services Welcome Center	\$	22,353,160	Ė	21,153,160	\$	1,200,000	\$	5,862,868	\$	11,184,132
Health Science Center - MVC	\$	164,971		164,971	\$	-	\$	-	\$	11,019,161
Ben Clark Training Center, Phase 1	\$	12,129,681	\$	12,129,681	\$	-	\$	2,000,000	\$	889,480
Center for Human Performance	\$	112,009	Ė	112,009	\$	-	\$	-	\$	777,471
Library Learning Center	\$	142,914		142,914	\$	-	\$	_	\$	634,557
Elevator Modernization and Fire Alarm System Upgrade	\$	1,252,948		979,093	\$	273,855	\$	979,093	\$	634,557
Scheduled Maintenance - FY 19/20 Allocation	\$	2		2	\$		\$	37,260	\$	671,815
Ben Clark Corrections Platform Training Facility	\$	3,313,050		677,594	_	2,635,456		340,000	\$	334,221
Organic Chemistry Lab	\$	3,911,600		132,428	\$	3,779,172	\$	28,938	\$	230,731
Remaining Measure C Funds	7	3,311,000	7	132,720	Y	3,773,172	7	20,538		
nemaning weasure C runus	ė	102 442 040	ė	70 570 300	<u></u>	22 004 540	ė	10.000.001	\$	230,731
	\$	102,442,849	Ş	79,578,330	Þ	22,864,519	Þ	10,609,061		

#### Measure C Summary

Original Measure C Allocation Additional Measure C Allocation **Total Measure C Allocation**  \$ 69,200,000

\$ 10,609,061 \$ 79,809,061

NORCO COLLEGE			Non-Measure C	Additional Measure	
Description	Total Project Budget	Measure C Budget	Budget	C Budget	Measure C Allocation
From Controlle Controlled Discussion Continues on				¢ 500,000	\$ 66,300,000
From Centrally Controlled - Program Contingency Redistribution of College Specific Donations/Rebates Included in				\$ 500,000	\$ 66,800,000
Original Allocation				\$ (975,883)	\$ 65,824,117
Distribution of Interest, Donations/Rebates Income from original allocation through June 30, 2024				\$ 1,387,013	\$ 67,211,130
From Centrally Controlled - Program Reserve/Contingency (to clear				Ψ 1,557,615	ψ 07,221,130
deficit)				\$ 2,589,291	\$ 69,800,421
APPROVED PROJECTS					
Certificates of Participation (93 & 01 Refunding)	\$ 2,535,893	\$ 2,535,893	\$ -	\$ -	\$ 67,264,528
CO Bond Issuance Related Expenditures	\$ 1,089,638	\$ 1,089,638	\$ -	\$ -	\$ 66,174,890
District Phone & Voicemail Upgrades	\$ 70,847	\$ 70,847	\$ -	\$ -	\$ 66,104,043
Room Renovations	\$ 100,019	\$ 100,019	\$ -	\$ -	\$ 66,004,024
Emergency Phone Project	\$ 102,773	\$ 102,773	\$ -	\$ -	\$ 65,901,251
Long Range Master Plans	\$ 362,670	\$ 362,670	\$ -	\$ -	\$ 65,538,581
Logic Domain- CPM System	\$ 61,244	\$ 57,456	\$ 3,788	\$ -	\$ 65,481,125
Infrastructure Project (IT Upgrade)	\$ 98,336	\$ 98,336	\$ -	\$ -	\$ 65,382,789
Utility Retrofit Project (NORESCO)	\$ 1,587,401	\$ 1,587,401	\$ -	\$ -	\$ 63,795,388
Modular Redistribution Project	\$ 2,109,572	\$ 2,109,572	\$ -	\$ -	\$ 61,685,816
Scheduled Maintenance Match (Historic)	\$ 543,792	\$ 180,850	\$ 362,942	\$ -	\$ 61,504,966
ECS Building Upgrade	\$ 137,265	\$ 137,265	\$ -	\$ -	\$ 61,367,701
Industrial Technology Facility-PhaseIII	\$ 28,705,350	\$ 9,715,350	\$ 18,990,000	\$ -	\$ 51,652,351
District Computer Network/Systems Upgrade	\$ 203,417	\$ 203,417	\$ -	\$ -	\$ 51,448,934
Soccer Field Turf/Locker Rooms	\$ 3,879,314	\$ 3,879,314	\$ -	\$ -	\$ 47,569,620
Site & Safety Improvements-3rd St	\$ 967,442	\$ 967,442	\$ -	\$ -	\$ 46,602,178
Center for Student Success	\$ 15,633,873	\$ 15,633,873	\$ -	\$ -	\$ 30,968,305
Norco Operations Center (PBX/M&O)	\$ 11,277,010	\$ 11,277,010	\$ -	\$ -	\$ 19,691,295
Secondary Effects project (SSC & ITB)	\$ 16,028,180	\$ 16,028,180	\$ -	\$ 35,288	\$ 3,698,403
Groundwater Mont Wells Disposition	\$ 227,845	\$ 211,149	\$ 16,696	\$ 211,149	\$ 3,698,403
Scheduled Maintenance (2010+) \$640Kx5 yrs)	\$ 653,010	\$ 580,580	\$ 72,430	\$ -	\$ 3,117,823
Master Plan Update	\$ 175,914	\$ 175,914	\$ -	\$ -	\$ 2,941,909
Electronic Contract Document Storage	\$ -	\$ -	\$ -	\$ -	\$ 2,941,909
Central Plant Boiler Replacement	\$ 161,847	\$ 161,847	\$ -	\$ -	\$ 2,780,062
2013 IPP/FPP	\$ -	\$ -	\$ -	\$ -	\$ 2,780,062
Self Generating Inc. Program (Fuel Cell)	\$ 3,084,801	\$ 3,084,801	\$ -	\$ 2,436,250	\$ 2,131,511
Center for Human Perf & Kinesiology	\$ 2,788,500	\$ 86,500	\$ 2,702,000		\$ 2,045,011
Multimedia & Arts Center (MAC)	\$ 114,000			\$ -	\$ 1,931,011
Scheduled Maintenance - FY 19/20 Allocation	\$ 3,062			\$ 37,260	\$ 1,965,209
Soccer Field Turf Replacement	\$ 507,648			\$ 250,324	\$ 1,965,209
Feasibility/Planning/Mngmnt/Staffing	\$ 1,541,127			\$ -	\$ 424,082
Remaining Measure C Funds					\$ 424,082
•	\$ 94,751,790	\$ 72,346,610	\$ 22,405,180	\$ 6,470,692	,,,,

#### **Measure C Summary**

Original Measure C Allocation Additional Measure C Allocation **Total Measure C Allocation**  \$ 66,300,000 \$ 6,470,692 \$ 72,770,692

RIVERSIDE CITY COLLEGE		F - April 2023			
			Non-Measure C	Additional Measure	
Description	Total Project Budget	Measure C Budget	Budget	C Budget	Measure C Allocation
					\$ 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, 2024				\$ 2,800,091	\$ 179,193,320
				2,800,091	3 173,133,320
APPROVED PROJECTS					
Certificates of Participation (93 & 01 Refunding)	\$ 6,583,329	\$ 6,583,329	\$ -	\$ -	\$ 172,609,991
CO Bond Issuance Related Expenditures	, ,	\$ 2,828,765	\$ -	\$ -	\$ 169,781,226
Bridge Space	\$ 1,175,132	\$ 1,175,132	\$ -	\$ -	\$ 168,606,094
District Phone and Voicemail Upgrades	\$ 183,925	\$ 183,925	\$ -	\$ -	\$ 168,422,169
MLK Renovation	\$ 8,010,091	\$ 1,010,614	\$ 6,999,477	\$ -	\$ 167,411,555
Swing Space (Lovekin)	\$ 4,273,734	\$ 4,273,734	\$ -	\$ -	\$ 163,137,821
Wheelock Field (Phase I)	\$ 4,516,435	\$ 4,516,435	\$ -	\$ -	\$ 158,621,386
Parking Structure (Phase II)	\$ 20,940,662 \$ 178.626	\$ 20,940,662	\$ -	\$ -	\$ 137,680,724
Emergency Phones	, , , , , ,		\$ - \$ -	\$ - \$ -	\$ 137,502,098 \$ 137,073,979
PBX Building	, -, -	\$ 428,119 \$ 786.422	\$ - \$ -	\$ -	, , ,
Loris Domain /DM system	\$ 786,422 \$ 158,994	\$ 786,422	•	\$ -	\$ 136,287,557 \$ 136,138,397
Logic Domain/PM system	\$ 158,994	\$ 255,287	\$ 9,834 \$ -	\$ -	, , , , , , , , , , , , , , , , , , ,
Infrastructure (IT Upgrade)	\$ 3,205,284	\$ 3,205,284	\$ -	\$ -	\$ 135,883,110 \$ 132,677,826
Utility Retrofit (NORESCO) Stokoe ILC (Phases I & II)	\$ 9,844,137	\$ 3,203,284	\$ 2,444,632	\$ -	\$ 132,077,826
Modular Redistribution	\$ 2,376,458	\$ 2,376,458	\$ 2,444,032	\$ -	\$ 122,901,863
Scheduled Maintenance Match (Past)	\$ 2,387,444	\$ 2,370,438	\$ 1,516,571	\$ -	\$ 122,030,990
Quad Modernization	\$ 21,725,807	\$ 9,171,807	\$ 12,554,000	\$ -	\$ 112,859,183
Bradshaw Bldg Electrical (Emergency)	\$ 366,353	\$ 366,353	\$ 12,554,000	\$ -	\$ 112,492,830
District Computer Network System Upgrades	\$ 528,081	\$ 528,081	\$ -	\$ -	\$ 111,964,749
Wheelock Gym, Seismic Retrofit	\$ 190,631	\$ 190,631	\$ -	\$ -	\$ 111,774,118
Food Services Remodel & Interim Facilities	\$ 987,705	\$ 987,705	\$ -	\$ -	\$ 110,786,413
Nursing, Science & Math Complex	\$ 61,786,603	\$ 16,347,203	\$ 45,439,400	\$ 467,028	\$ 94,906,238
Riverside Aquatics Complex	\$ 10,874,233	\$ 10,874,233	\$ -	\$ -	\$ 84,032,005
Wheelock Gym, Seismic Retrofit-Phase II	\$ 22,083,309	\$ 12,918,309	\$ 9,165,000	\$ 72,966	\$ 71,186,662
Coil School for the Arts	\$ 42,548,935	\$ 25,736,077	\$ 16,812,858	\$ 8,100,000	\$ 53,550,585
Culinary Arts Academy & District Offices	\$ 17,667,307	\$ 16,854,928	\$ 812,379	\$ 5,575,182	\$ 42,270,839
Quad Basement Remodel	\$ 352,941	\$ 352,941	\$ -	\$ -	\$ 41,917,898
Black Box Theatre Remodel (Plans only)	\$ 10,955	\$ 10,955	\$ -	\$ -	\$ 41,906,943
Remodel of Tech A (Plans only)	\$ 11,375	\$ 11,375	\$ -	\$ -	\$ 41,895,568
Feasibility/Plng/Mngt/Staffing	\$ 4,000,856	\$ 4,000,856	\$ -	\$ -	\$ 37,894,712
Interim Parking (Lot 33)	\$ 177,023	\$ 177,023	\$ -	\$ -	\$ 37,717,689
Scheduled Maintenance (2010+ \$640K/yr x 5 yr)	\$ 1,626,675	\$ 1,457,985	\$ 168,690	\$ -	\$ 36,259,704
Parking Structure Fall Deterrent	\$ 7,576	\$ 7,576	\$ -	\$ -	\$ 36,252,128
Master Plan Updates	\$ 954,923	\$ 954,923	\$ -	\$ -	\$ 35,297,205
Student Services Building-Phase I	\$ 20,741,234	\$ 20,741,234	\$ -	\$ -	\$ 14,555,971
Student Services Building-Phase II	\$ 1,550,000	\$ 1,550,000	\$ -	\$ -	\$ 13,005,971
Electronic Contract Document Storage	\$ -	\$ -	\$ -	\$ -	\$ 13,005,971
2013 IPP/FPP	\$ -	\$ -	\$ -	\$ -	\$ 13,005,971
Food Srvc / Café Grab n Go	\$ 81,372	\$ 81,372	\$ -	\$ -	\$ 12,924,599
Lovekin Parking/Tennis-Portable Relocation	\$ 2,000,000	\$ 2,000,000	\$ -	\$ -	\$ 10,924,599
Lovekin Parking/Tennis-Tennis Courts		\$ 2,250,000	\$ -	\$ -	\$ 8,674,599
Lovekin Parking/Tennis-Parking Structure	\$ 101,724	\$ 101,724	\$ -	\$ -	\$ 8,572,875
Athletic Office Remodel(Wheelock)	\$ 95,942	\$ 95,942	\$ -	\$ -	\$ 8,476,933
Cellular Repeater Booster System	,	\$ 18,879	\$ -	\$ -	\$ 8,458,054
Life Science / Physical Science Remodel		\$ 6,308,563	\$ 32,336,437	\$ -	\$ 2,149,491
Cosmetology Building	\$ 142,500	\$ 142,500	\$ -	\$ -	\$ 2,006,991

RIVERSIDE CITY COLLEGE										
Description	Tota	al Project Budget	Me	easure C Budget	١	Non-Measure C Budget	Add	ditional Measure C Budget	Mea	sure C Allocation
Greenhouse Project	\$	603,500	\$	500,000	\$	103,500	\$	-	\$	1,506,991
Scheduled Maintenance - FY 19/20 Allocation	\$	-	\$	-	\$	-	\$	86,777	\$	1,593,768
Football Field & Running Track Renovation	\$	6,283,440	\$	620,675	\$	5,662,765	\$	-	\$	973,093
Remaining Measure C Funds									\$	973,093
	\$	326,547,723	\$	192,522,180	\$	134,025,543	\$	20,395,273		

#### Measure C Summary

Original Measure C Allocation Additional Measure C Allocation **Total Measure C Allocation**  \$ 173,100,000 \$ 20,395,273 \$ 193,495,273

RCCD DISTRICT PROJECTS					
			Non-Measure C	Additional Measure	
Description	Total Project Budget Measure C Budget		Budget	C Budget	Measure C Allocation
					\$ 19,200,000
Redistribution of College Specific Donations/Rebates Included in					
Original Allocation				\$ (326,040)	\$ 18,873,960
Distribution of Interest, Donations/Rebates Income from original allocation through June 30, 2024				\$ 208,937	\$ 19,082,897
Transfer to MVC for the Ben Clark Training Center Building, Phase I Project				\$ (2,000,000)	\$ 17,082,897
Transfer to MVC for the Elevator Modernization & Fire Alarm System Repair/Upgrade Project				\$ (630,882)	\$ 16,452,015
System Repair/Opgraue Project				\$ (030,082)	3 10,452,015
Transfer to MVC, NC, and RCC for Scheduled Maint.				\$ (161,297)	\$ 16,290,718
Transfer to MVC for the Organic Chemistry Lab Project				\$ (28,938)	\$ 16,261,780
APPROVED PROJECTS					
Certificates of Participation (93 & 01 Refunding)	\$ 737,033	\$ 737,033	\$ -	\$ -	\$ 15,524,747
CO Bond Issuance Related Expenditures	\$ 316,693	\$ 316,693	\$ -	\$ -	\$ 15,208,054
District Phone and Voicemail Upgrades	\$ 20,589	\$ 20,589	\$ -	\$ -	\$ 15,187,465
RCCD Systems Office (Market St)	\$ 2,629,981	\$ 2,629,981	\$ -	\$ -	\$ 12,557,484
Emergency Phones	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ 12,547,484
Logic Domain/PM System	\$ 17,800	\$ 16,699	\$ 1,101	\$ -	\$ 12,530,785
Infrastructure (IT Upgrade)	\$ 28,580	\$ 28,580	\$ -	\$ -	\$ 12,502,205
District Computer/Network Sys Upgr	\$ 59,121	\$ 59,121	\$ -	\$ -	\$ 12,443,084
Culinary Art Academy & Dist Offc	\$ 17,285,307	\$ 16,472,929	\$ 812,378	\$ 5,575,179	\$ 1,545,334
Swing Space - Market Street Properties	\$ 737,303	\$ 737,303	\$ -	\$ -	\$ 808,031
Feasibility/PIng/Mngt/Staffing	\$ 480,004	\$ 447,914	\$ 32,090	\$ -	\$ 360,117
Scheduled Maint. New Allocation - District Wide	\$ 7,443	\$ 7,443	\$ -	\$ -	\$ 352,674
DSA Close-Out	\$ 7,290	\$ 7,290	\$ -	\$ 7,290	\$ 352,674
Alumni Carriage House Restration	\$ 122,270	\$ 122,270	\$ -	\$ -	\$ 230,404
Electronic Contract Document Storage	\$ -	\$ -	\$ -	\$ -	\$ 230,404
2013 IPP/FPP	\$ -	\$ -	\$ -	\$ -	\$ 230,404
Districtwide Firewall Project	\$ 914,016	\$ 314,016	\$ 600,000	\$ 137,481	\$ 53,869
Remaining Measure C Funds					\$ 53,869
	\$ 23,373,430	\$ 21,927,861	\$ 1,445,569	\$ 2,781,730	

#### **Measure C Summary**

Original Measure C Allocation Additional Measure C Allocation **Total Measure C Allocation**  \$ 19,200,000 \$ 2,781,730 \$ 21,981,730

#### Riverside Community College District

### Measure C - Capital Program Executive Summary Report (Quarterly) October 2024 - April 2025

CENTER ALLY CONTROLLED FUNDS	October 2024	April 2023				
CENTRALLY CONTROLLED FUNDS						
Description	Table 1 and		Non-Measure C	Additional Measure	Measure C	
Description	Total Project Budget	Measure C Budget	Budget	C Budget	\$	53,300,00
Approved Projects \$19.3M			4	_	\$	19,300,000
ADA Compliance -Phase I	\$ 6,089,031			\$ -	\$	13,253,83
IT Audit Implementation	\$ 5,999,897 \$ 6,232,049		\$ -	\$ (373,349)	\$	7,253,943
Utility Infrastructure District Standards	\$ 6,232,049 \$ 345,032	\$ 6,232,049 \$ 345,032	\$ -	\$ (373,349) \$ 345,032	\$	648,543 648,543
MVC Student Services Renovation	\$ 648,543	\$ 648,543	\$ -	\$ -	\$	040,343
	,	ψ 0.10/3.13	P	Ÿ		
Remaining Measure C		ć 10.271.602	¢ 42.000	ć (20.247)	\$	-
	\$ 19,314,552	\$ 19,271,683	\$ 42,869	\$ (28,317)		
Program Reserve \$24M					\$	24,000,000
Redistribution of College Specific Donations/Rebates Included in					_	24,000,000
Original Allocation		\$ -	\$ -	\$ (642,104)	\$	23,357,896
Distribution of Interest, Donations/Rebates Income from original allocation through June 30, 2018		\$ -	\$ -	\$ 275,340	\$	23,633,236
CSA		\$ -	\$ -	\$ (8,100,000)	\$	15,533,236
CAA/DO		\$ -	\$ -	\$ (10,306,765)	\$	5,226,471
DSA Close out		\$ -	\$ -	\$ (7,290)	\$	5,219,181
Nursing Portables - MVC		\$ -	\$ -	\$ (705,338)	\$	4,513,843
Physican Asst Lab - MVC		\$ -	\$ -	\$ (49,191)	\$	4,464,652
Emergency Phone Repairs - MVC		\$ -	\$ -	\$ (341,582)	\$	4,123,070
Aquatics Center - RCC ( Reserve - Donation Cover)		\$ -	\$ -	\$ -	\$	4,123,070
CSA - RCC (Reserve - LaSierra Capital Repayment)		\$ -	\$ -	\$ -	\$	4,123,070
TITLE III-STEM - NC (Reserve - Grant Repayment)		\$ - \$ -	\$ -	\$ -	\$	4,123,070
MVC Student Services Bldg. Reno (Welcome Center)		\$ -	\$ -	\$ (2,500,000) \$ (174,105)	\$	1,623,070
MVC Elevator Modernization & Fire Alarm System Upgrade  Norco College Soccer Field Turf Replacement Project		\$ -	\$ -	\$ (250,324)	\$	1,448,965 1,198,641
Norco College Budget Deficit		\$ -	\$ -	\$ (1,198,641)	\$	1,130,041
		7	*	Ţ (2,200,012)		
Program Reserve	:				\$	-
Program Contingency-\$10M					\$	10,000,000
Redistribution of College Specific Donations/Rebates Included in					-	
Original Allocation		\$ -	\$ -	\$ (262,268)	\$	9,737,732
Distribution of Interest, Donations/Rebates Income from original allocation through June 30, 2024		\$ -	\$ -	\$ 304,812	\$	10,042,544
		·				-,-
ADA Complaince - Phase I	1	\$ -	\$ -	\$ -	\$	10,042,544
CAA/DO		\$ -	\$ -	\$ (843,596)	\$	9,198,948
March Dental Education - MVC		\$ -	\$ -	\$ -	\$	9,198,948
Master Plan Update - MVC		\$ -	\$ -	\$ (186,000)	\$	9,012,948
Nursing, Science Math - RCC		\$ -	\$ -	\$ (467,028)	\$	8,545,920
Wheelock Gym - RCC		\$ -	\$ -	\$ (72,966)	\$	8,472,954
Norco Allocation - NC		\$ -	\$ -	\$ (500,000)	\$	7,972,954
Secondary Effect - NC		\$ -	\$ -	\$ (35,288)	\$	7,937,666
Groundwater Wells - NC		\$ -	\$ -	\$ (211,149)	\$	7,726,517
Alumni Carriage House Restoration - RCCD		\$ -	\$ -	\$ -	\$	7,726,517
District Standards		\$ -	\$ -	\$ (345,032)		7,381,485
Self-Generating Inc Program (Fuel Cell)	-	\$ -	\$ -	\$ (2,200,000)		5,181,48
Self-Generating Inc Program - Incentives/Rebates	-	\$ -	\$ -	\$ (236,250)		4,945,235
MVC Student Services Bldg. Reno (Welcome Center)		\$ -	\$ -	\$ (2,714,325)		2,230,910
MVC Elevator Modernization & Fire Alarm System Upgrade		\$ -	\$ -	\$ (174,106)		2,056,80
Ben Clark Corrections Platform Training Facility		\$ -	\$ -	\$ (340,000)		1,716,804
Norco College Budget Deficit	ć	\$ -	\$ -	\$ (1,390,650)	\$	326,154
Districtwide Firewall Project	\$ -	\$ -	\$ -	\$ (137,481)	\$	188,673
Program Contingency			]		\$	188,673
Remaining Measure C Funds					\$	188,673

#### Measure C Summary

Original Measure C Allocation Additional Measure C Allocation **Total Measure C Allocation**  \$53,300,000 -\$33,839,644 **\$19,460,356** 

#### **Board of Trustees Regular Meeting (VI.R)**

Meeting December 10, 2024

Agenda Item Other Items (VI.R)

Subject Other Items - Moreno Valley College Organic Chemistry Laboratory

Project

College/District Moreno Valley College

Funding Redevelopment funds, Measure C, Measure CC

Recommended Action Recommend approving the Moreno Valley College Organic Chemistry

Laboratory Project; and approve the project budget of \$3,911,600.

#### **Background Narrative:**

The Moreno Valley College Organic Chemistry Laboratory project will renovate and relocate existing classrooms and laboratories within the Science & Technology and Humanities Buildings to create a dedicated organic chemistry lab for the Physical and Biological Science program. Currently, Physical & Biological Science students must take organic chemistry courses off-campus in order to complete their certification programs.

On August 10, 2024, the Board of Trustees approved Westberg White Architecture to provide feasibility studies and architectural services for the Organic Chemistry Laboratory project. Facilities Planning and Development, in collaboration with the college project committee and the project architect, developed preliminary plans. The proposed plans include the following:

Relocation of the Anatomy and Physiology Laboratory:

- -Move Anatomy and Physiology Laboratory from Science & Technology Building, Room 207 to Humanities Building, Room 323;
- -Convert Humanities Building Room 323 from a general classroom into a dedicated Anatomy and Physiology Laboratory.

Science & Technology Building, Room 207:

-Convert the Anatomy and Physiology Laboratory in Science & Technology Building, Room 207 into an Organic Chemistry Laboratory. This lab will be equipped with 14 fume hoods, providing space for 28 students.

It is requested that the Board of Trustees approve a project budget of \$3,911,600 for the Moreno Valley College Organic Chemistry Laboratory project.

Prepared By: FeRita Carter, Interim President, Moreno Valley College

Journana McGowan, Vice President, Academic Affairs, Moreno Valley College

Majd Askar, Vice President, Business Services, Moreno Valley College Aaron S. Brown, Vice Chancellor, Business and Financial Services

Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development

Mehran Mohtasham, Director, Capital Planning

Attachment(s):

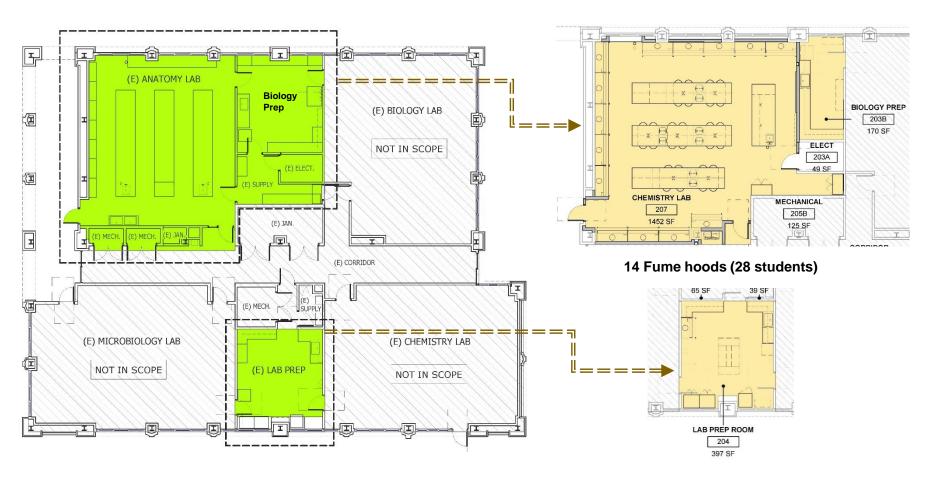
MVC Organic Chemistry Lab Project PPT & JCAF

# **Project Location**

- Convert Humanities
  Classroom 323 to Anatomy
  Laboratory. Relocate
  Anatomy Lab 207 from
  Science & Technology to
  Humanities Classroom 323
- Convert Science &Technology 207 for a newOrganic ChemistryLaboratory



# Organic Chemistry Lab at Science & Techechnology



Convert Science & Technology 207 for a new Organic Chemistry Laboratory (Relocate Anatomy Laboratory 207 from Science & Technology to Humanities Classroom 323)

# **Anatomy Lab at Humanities**



**Convert Humanities Classroom 323 to Anatomy Laboratory** 

# **Budget & Schedule**

## **Project Budget (\$3,911,600)**

- ☐ Construction Costs: \$2,273,000
- ☐ Soft Costs (Architect, DSA, Inspection, CM): \$915,840
- ☐ Furniture/Audio Visual/IT: \$450,000
- ☐ Construction Allowance/Contingency: \$272,760
- ☐ Funding Source: District General Funds

### Schedule:

- □ Aug. Oct. 2024: Feasibility Studies/Preliminary Plans
- □ Nov. Dec. 2024: Working Drawings
- □ Dec. Mar. 2025: DSA review and approval
- □ Feb. April 2025: Bid & Award
- □ Apr. Jun. 2025: Construction for Anatomy Lab (Occupancy Summer 2025)
- □ Jun. Aug. 2025: Construction for Organic Chemistry Lab (Occupancy Fall 2025)

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

District:	Riverside Comm	unity College Distri	ct			College:	Moreno Valley	College		CFIS Ref. #:	0
Project Name	e: MVC Organi	c Chemistry La	ıb		Date Pro	epared:	11/4/2024	CCI:	NA	Budget Ref. #:	
Request For	r: A	✓ P	✓ W	✓ C	E 🗸 E	<b>V</b>	DB□	EPI:	NA	Prepared by:	Midpoint
	Not Rounded		Escalate to M	Aidpoint (FP	D Only)	Т	Total Cost	State	Funded	District	
	Rounded					-		State		State Supportable	Non State Supportable
	lity Studies & Pre-P						\$0		\$0	\$0	\$0
	easibility and Pre-planther Costs	nning Costs					\$0 \$0				
	quisition			Acres			\$0 \$0		\$0	\$0	\$0
	Acquisition			Acres			\$0		<b>3</b> 0	30	\$0
	inary Plans			Budget CCI:	: NA		\$154,000		\$0	\$0	\$154,000
	rchitectural Fees (for	Draliminary Dlanc)		Buaget CCI	NA NA		\$46,500		<b>3</b> 0	\$0	\$ 46,500
	roject Management	1 Tellilliary 1 Talls)					\$40,300				\$ 40,300
	ffice of the State Arc	hitect. Plan Check fe	ee.				\$35,000				\$ 35,000
	reliminary Tests (Soil						\$47,500				\$ 47,500
	ther Costs	,	,				\$25,000				\$ 25,000
	ng Drawings			Budget CCI:	: NA		\$168,000		\$0	\$0	\$168,000
	rchitectural Fees (for	Working Drawings					\$145,000				\$ 145,000
	roject Management (f						\$0				\$ -
<b>C.</b> O:	ffice of the State Arc	hitect, Plan Check for	ee				\$0				\$ -
	ommunity Colleges F						\$15,000				\$ 15,000
	ther Costs (for Worki						\$8,000				\$ 8,000
	PW may not exceed 1	3% of construction									
4. Constru				Budget CCI:	NA NA		\$2,273,000		\$0	\$0	\$2,273,000
	tility Service						\$0				\$ -
	ite Development, Ser						\$0				\$ -
	ite Development, Ger						\$0				\$ -
	ther Site Developmer	ıt					\$0				\$ - \$ 2,173,000
	econstruction	(a) 6/C	1				\$2,173,000 \$0				
	ew Construction (bld oard of Governor's E						\$0 \$0				\$ - \$ -
	ther Costs	neigy I oney Anowa	ince (270 01 370)				\$100,000				\$ 100,000
	gency (Construction	-Related Allowance	os & Foos)				\$272,760		\$0	\$0	\$272,760
	ectural and Engineer		cs & rees)				\$70,000				\$70,000
		ing Oversight					\$221,440		\$0		\$221,440
	nd Inspections						\$40,000		30	\$0	\$40,000
	ests ispections						\$181,440				\$181,440
	uction Management	& Labor Complia	nce Program (if	Instified)			\$302,400		\$0	\$0	\$302,400
	onstruction Manage		ice i rogram (II	oustineu)			\$302,400		φu	<b>\$</b> 0	\$302,400
	abor Compliance Pi						\$302,400				\$302,400
	Construction Costs (	-	iove)				\$3,139,600		\$0	\$0	\$3,139,600
	ure and Group II Ed			Budget EPI:	NA		\$450,000		\$0		\$450,000
	Project Cost (items 1,			Dauget El I.	IVA		\$3,911,600				\$3,911,600
11. Total I	Toject Cost (nems 1,	2, 3, 7, and 10)	1		T. A. G D.		\$5,711,000		•		\$5,711,000
	D D .	Outside Gross	Assignable	Ratio	Unit Cost Per	Unit Cost			Distri	ct Funded	District Funded
12.	Project Data	Square Feet	Square Feet	ASF/GSF	ASF	Per GSF	14	State Funded	Supportable	Non Supportable	Total
					ф.c=:						
Constru		4,393	3,388	77%	\$671	\$517	Acquisition	\$ -	\$ -	\$ -	\$ -
Reconst		-	-	-	-	-	Preliminary Plans	\$ -	\$ -	\$ 154,000	
	ated Time Schedule		T				Working Drawings	\$ -	\$ -	*,	\$ 168,000
	eliminary Plans		Advertise Bid for		2/3/2025		Construction	\$ -	\$ -	\$ 3,139,600	
	orking Drawings		Award Construction		4/15/2025		Equipment	\$ -	\$ -	\$ 450,000	,
	e Working Drawings	12/16/2024	Advertise Bid for l	Equipment	1/15/2025		Total Costs	\$ -	\$ -	\$ 3,911,600	
DSA Fina	al Approval	3/17/2025	Complete Project		8/18/2025		% of SS Costs	#DIV/0!	#DIV/0!	SS Total	\$ -

12/3/2024

#### **Board of Trustees Regular Meeting (VII.O)**

Meeting February 18, 2025

Agenda Item Grants, Contracts and Agreements (VII.O)

Subject Grants, Contracts and Agreements - Construction Management Services

Agreement with C.W. Driver for the Norco College Center for Human Performance & Kinesiology Project and Secondary Effects Projects

College/District Norco College

Funding Measure CC Allocation and State Capital Outlay Funding Allocation

Recommended Action Recommend approving construction management services agreement

with C.W. Driver in the total amount of \$1,303,715.

#### **Background Narrative:**

On December 24, 2025, the District issued a Request for Qualifications and Proposals (RFQ/P No. 20-24/25-4) to the pre-qualified list of firms to provide construction management services for the Norco College Center for Human Performance & Kinesiology Project (CHP&K), and related secondary effects projects.

Secondary effects projects include: 1) demolition of the Center for Applied & Competitive Technology (CACT) Building and relocation of the CACT program to the STEM 100 Building; and 2) upgrade of the Chiller F2 Central Plant to accommodate the cooling system requirements for the CHP&K facility.

The RFQ/P requested that participating firms submit their qualifications, experience, project approach, and methodology. The process included: 1) review of statement of qualifications; 2) firm interviews; and 3) evaluation and negotiation of fee proposals.

In response to the RFQ/P, the District received five (5) proposals. One proposal was received after the due date and was returned to the submitting firm. Qualifications were reviewed, and interviews were conducted with the remaining four firms.

Based on the scoring criteria, and evaluation of the qualifications and experience, it is recommended the Board of Trustees approve a construction management services agreement with C.W. Driver in the total amount of \$1,303,715. The term of the agreement is from February 19, 2025 to August 30, 2027.

Prepared By: Aaron S. Brown, Vice Chancellor, Business & Financial Services

Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development

Michael Collins, Vice President of Business Services, Norco College

Misty Griffin, Dir., Business Services

Mehran Mohtasham, Dir., Capital Planning, Facilities Planning & Development Bart Doering, Dir., Facilities Development, Facilities Planning & Development

#### Attachment(s):

Agreement NC CHP&K Construction Management Services

#### AGREEMENT FOR CONSTRUCTION/ PROJECT MANAGEMENT SERVICES

This Construction/ Project Management Services Agreement ("Agreement") is made and entered into this 19<sup>th</sup> day of February, 2025, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT (hereinafter referred to as "District") and C.W. Driver (hereinafter referred to as "Construction Manager") for construction management services relating to the NORCO COLLEGE CENTER FOR HUMAN PERFORMANCE & KINESIOLOGY AND SECONDARY EFFECTS PROJECTS (hereinafter referred to as "Project"), RFQ/P #20-24/25-4.

# ARTICLE 1 CONSTRUCTION MANAGER'S SERVICES AND RESPONSIBILITIES

Construction Manager represents to the District that it has the necessary license for a Construction Manager as provided for in Government Code Section 4525, et seq.; that it has expertise and experience in construction supervision; bid evaluation; project scheduling; cost benefit analysis; claims review and negotiation; and general management and administration of construction projects. Construction Manager further represents to the District that it is properly registered with the Department of Industrial Relations and qualified to perform public works in accordance with Labor Code sections 1725.5 and 1771.1 at all times during the term of this Agreement. Construction Manager covenants to provide its best skill and judgment in furthering the interests of the District in the management of the construction of the Project. Construction Manager agrees to furnish efficient business administration and management services and to perform in a manner consistent with the interests of the District. The Construction Manager's Services for the Project shall be as follows and as enumerated within Exhibits "A", "B" and "C" to this Agreement. All services provided by the Construction Manager under this Agreement shall be provided by or under the direction and control of a licensed general contractor. Basic Services to be provided by the Construction Manager are those enumerated in the Basic Services (Exhibit "A" hereto) and those enumerated in the General Conditions (Exhibit "B" hereto). Notwithstanding the foregoing, Project Manager's legal obligations to the District shall not exceed those set forth in this Agreement.

#### 1.1 BASIC SERVICES

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

#### 1.2 CONSTRUCTION PHASE

- 1.2.1 Provide ongoing senior management observation of the progress of the work to assist the District's Project Manager.
- 1.2.2 Provide senior management at the request of the District to provide assistance to resolve any issues that are critical to Schedule or Budget considerations.
- 1.2.3 Provide ongoing senior management involvement in progress meetings.

#### 1.3 GENERAL CONDITIONS

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

#### 1.4 ADDITIONAL SERVICES

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

- 1.4.2 Pursuant to Education Code section 81644, the total term of this Agreement, including all extensions, shall not exceed five (5) years. If, through no fault of the Construction Manager, the duration of the Project which is the subject of this Agreement beyond the time frame depicted in Exhibit "C", Construction Manager shall be entitled to additional compensation and costs based on the rates set forth in Exhibit "B" and as set forth below. Construction Manager shall obtain written approval from the District prior to incurring any additional costs related to the Project.
- 1.4.3 District shall compensate Construction Manager for any extended durations set forth in Article 1.4.2 above based on the Schedule of Personnel and costs set forth in Exhibit "B" and any approved reimbursable expenses. Alternatively, the District and Construction Manager may agree in writing to a fixed fee or other payment terms. All costs to be paid for any extended durations must be accompanied by time sheets detailing information including, but not limited to, the name of the employee, date, a description of the task performed in sufficient detail to allow the District to determine the services provided, and the time spent for each task. The District and Construction Manager may otherwise mutually agree, in writing, on alternative types of information and levels of detail that may be provided by the Construction Manager.
- 1.4.4 If, during the planned duration of the Project as identified within Exhibit "C", the District requests that additional personnel or other resources be provided beyond those set forth in Exhibit "B" for reasons other than extension of the period of services identified within Article 1.4.2, such additional resources shall be provided by written amendment between the District and Construction Manager which amendment shall provide for equitable adjustment of Construction Manager's compensation.

#### 1.5 PERSONNEL

- 1.5.1 If at any time any of the personnel employed by the Construction Manager on the Project are reasonably deemed unsatisfactory by the District and the District requests that they be replaced, Construction Manager shall, within a reasonable time, replace such personnel without additional cost to the District.
- 1.5.2 Construction Manager agrees to provide the personnel set forth in the schedule attached to Exhibit "B". Changes made to Construction Manager's staff shall be made only with the prior written consent of the District.
- 1.5.3 Any proposed staff changes shall only be considered after resumes are submitted for District review and the District is given the opportunity to interview the suggested personnel. District retains the right to reject newly proposed personnel based on qualifications or other relevant criteria.

# ARTICLE 2 DISTRICT'S RESPONSIBILITIES

#### 2.1 PROJECT INFORMATION

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

#### 2.2 BUDGET

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

#### 2.3 DISTRICT'S REPRESENTATIVE

- 2.3.1 The District shall designate a representative ("District's Representative") to act on the District's behalf with respect to the Project. The authorized Representative shall render decisions promptly to avoid unreasonable delay in the progress of the Construction Manager's services and shall expeditiously process contractor payment applications and change order documentation and shall make all required payments in a timely manner.
- 2.3.2 In addition, the District shall promptly and properly file Notice(s) of Completion upon written recommendation by Architect and Construction Manager for the Project or designated portion(s) thereof.

#### 2.4 TESTS, INSPECTION AND REPORTS

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

#### 2.5 DISTRICT'S EXPENSE

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

#### 2.6 NONCONFORMING WORK

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

#### 2.7 DISTRICT'S RIGHT TO PERFORM WORK

- 2.7.1 The District reserves the right to perform work related to the Project with the District's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement.
- 2.7.2 The Construction Manager shall notify the District if any such independent action will in any way compromise the Construction Manager's ability to meet the Construction Manager's responsibilities under this Agreement.

# ARTICLE 3 CONSTRUCTION MANAGER'S COMPENSATION

#### 3.1 FEE

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

#### 3.2 GENERAL CONDITIONS AND FIELD PERSONNEL

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

#### 3.3 REDUCTION IN BASIC SERVICES

3.3.1 The District may reduce, for its convenience, the Basic Services to be provided by the Construction Manager at any time during the contract period. Should a reduction in General Conditions and fee based

personnel be requested by the District also include a requested reduction in the Construction Manager's onsite personnel, the Construction Manager shall be allowed a maximum of 60 days to reassign personnel.

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

#### 3.4 COMPENSATION FOR ADDITIONAL SERVICES

- 3.4.1 Construction Manager shall notify the District in writing of the need for additional services required due to circumstances beyond the Construction Manager's control ("Additional Services"). Construction Manager shall obtain written authorization from the District before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the District before such Additional Services are performed by the Construction Manager. No compensation shall be paid to the Construction for any Additional Services that are not previously approved by the District in writing.
- 3.4.2 Compensation for any Additional Services authorized by the District in writing during the planned duration of services shall be made on the basis of:
  - (a) Personnel Services: Cost rates contained in the Schedule of Personnel. This sum represents both direct reimbursement of Field Personnel costs and fees for Construction Manager.
  - (b) Materials and/or outside services at cost.
  - (c) Miscellaneous approved Reimbursable Expenses at cost.

#### 3.5 REIMBURSABLE EXPENSES

- 3.5.1 "Reimbursable Expenses" include any authorized expense incurred by the Construction Manager and Construction Manager's employees and consultants in the interest of the Project which are outside the scope of Construction Manager's Basic Services, as identified within Exhibit "A" or its General Conditions and Field Personnel as identified with Exhibit "B", which expenses include, but not by way of limitation:
  - 3.5.1.1 Expenses in connection with authorized out of town travel;
  - 3.5.1.3 Fees paid for securing approval of authorities having jurisdiction over the Project when District requests Construction Manager to pay for such costs on behalf of the District.
  - 3.5.1.5 Expense of reproductions, postage and expressage related to submittals and shop drawings and handling of drawings, specifications and other documents.
- 3.5.2 Payment for Reimbursable Expenses shall be on the basis of cost plus ten percent.
- 3.5.3 Payment for Reimbursable Expenses shall be made monthly, on the basis of Construction Manager's submittal of an appropriate invoice with accompanying cost documentation. Reimbursable expenses shall be invoiced separately from Basic or Additional Services.

# ARTICLE 4 PAYMENT SCHEDULE

4.1 THE FEE FOR BASIC SERVICES AND GENERAL CONDITIONS

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

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

#### 4.2 PROJECT SCHEDULE

- 4.2.1 Time Schedule. The services to be provided under this Agreement shall be completed in accordance with the schedule attached hereto as Exhibit "C".
- 4.2.2 At the time the Construction Manager's work commences, a date for completion of the Project shall also be established.
- 4.2.3 The date of completion of the Project or a designated portion thereof is the date when construction is complete to the level that all contractual work is complete in the opinion of the Architect, Construction Manager and Project Inspector. Construction Manager shall endeavor to secure warranties called for by this Agreement or by the plan and specifications from Contractor which shall commence on the Date of Completion of the Project or designated portion thereof.

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

# ARTICLE 5 TERMINATION, ABANDONMENT OR SUSPENSION OF WORK

#### 5.1 TERMINATION OF CONSTRUCTION MANAGER SERVICES FOR CAUSE

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

In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article 5.3 below, and Construction Manager shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Construction Manager.

#### 5.2 ABANDONMENT/ SUSPENSION OF PROJECT

- 5.2.1 The District has the absolute discretion to suspend or abandon all or any portion of the work on a Project and may do so upon fourteen (14) days written notice to the Construction Manager. Upon notice of suspension or abandonment, Construction Manager shall immediately discontinue any further action on the Project. If the entire work to be performed on a Project is abandoned, the parties shall each be relieved of the remaining executory obligations of the Agreement, as it relates to the Project, but shall not be relieved of any obligations arising prior to said abandonment. In the event the District abandons or suspends the work on the Project, there shall be due and payable within thirty (30) days following such abandonment or suspension compensation for all approved services performed and all approved expenses incurred pursuant to this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the Construction Manager for approved extra services.
- 5.2.2 If the Project is resumed after being suspended for more than three (3) months, the Construction Manager's compensation shall be resumed in a similar manner (prorated portion of lump sum agreement, based upon time remaining). Any services provided by the Construction Manager at the request of the District during the period of suspension shall be subject to equitable compensation, which compensation shall not be applied against any fixed limits of fee or costs provided for within this Agreement.
- 5.2.3 If the Project is suspended in whole or in part for more than three (3) months and, if no arrangement is made between the District and the Construction Manager to retain specific staff during the period of

suspension, reassignment of any or all of the personnel assigned to the Project to other projects may occur. In the event that the suspended Project is then resumed, the Construction Manager shall re-staff the Project to the same level as at the time of suspension (provided that the scope of remaining work shall not have been reduced) and shall make a good faith effort to use as many of the original personnel as is practical. Where individuals assigned to the Project at the time of suspension are not reasonably available at the time of resumption, the Construction Manager shall assign other personnel of similar skill and experience as approved by the District.

- 5.2.4 If construction of the Project has started and is stopped for a material period of time by reason or circumstances not the fault of the Construction Manager, the District shall pay the Construction Manager's General Conditions and Field Personnel costs for the first 30 days of stoppage up to, but not to exceed, the level of such costs for the 30 day period immediately preceding the stoppage.
- 5.2.5 The Construction Manager shall reduce the size of the Project-site staff after thirty (30) days' delay or sooner if feasible, for the remainder of the delay period. The District shall reimburse the Construction Manager only for the actual costs of such reduced staff and extended General Conditions during such delay up to a maximum of 90 days delay. If such delay shall exceed 90 days in duration, any Project-site staff and General Conditions remaining on the Project at the District's request shall constitute Additional Services and shall be compensable on that basis through the end of any stoppage period. Upon termination of the stoppage, the Construction Manager shall return or provide the necessary Project site-staff as soon as practicable and no further compensation shall be paid for the delay.

#### 5.3 TERMINATION FOR CONVENIENCE (WITHOUT CAUSE)

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

#### 5.4 CONTINUANCE OF WORK

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

#### 5.5 DELIVERY OF DOCUMENTS

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

# ARTICLE 6 INDEMNIFICATION

#### 6.1 DUTY TO DEFEND, INDEMNIFY AND HOLD HARMLESS

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

- 6.1.1 Workers Compensation and Employers Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Construction Manager's employees or Construction Manager's sub-consultant's employees arising out of Construction Manager's work under this Agreement. The Construction Manager, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof, and;
- 6.1.2 General Liability. Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the District, or any person, firm or corporation employed by the Construction Manager or the District upon or in connection with this Agreement or the Project, except for liability resulting from the sole or active negligence, or willful misconduct of the District, its officers, employees, agents or independent consultants who are directly employed by the District. The Construction Manager, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and
- 6.1.3 <u>Professional Liability</u>. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Construction Manager, or any person, firm or corporation employed by the Construction Manager, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Construction Management Services, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the District.
- 6.1.4 The indemnity requirements described in this Article 6 is intended to apply during the period of Construction Manager's performance under this Agreement and shall survive the expiration or termination of this Agreement.

# ARTICLE 7 SUCCESSORS AND ASSIGNS

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that the Construction Manager shall not assign or transfer

by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the District. Any attempted assignment without such consent shall be invalid.

# ARTICLE 8 APPLICABLE LAW

This Agreement shall be governed by the laws of the State of California and any policies/regulations adopted thereunder ("Applicable Law"). To the extent that there is any inconsistency between this Agreement and the Applicable Law, or this Agreement omits any requirement of the Applicable Law, the language of the Applicable Law, in effect on the date of the execution of this Agreement, shall prevail.

# ARTICLE 9 CONSTRUCTION MANAGER NOT OFFICER OR EMPLOYEE OF DISTRICT

While engaged in carrying out and complying with the terms and conditions of this Agreement, the Construction Manager is an independent contractor and not an officer or employee of the District.

# ARTICLE 10 INSURANCE

#### 10.1 INSURANCE PROVIDED BY CONSTRUCTION MANAGER

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

- 10.1.1 The Construction Manager shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Construction Manager and District from claims which may arise out of or result from Construction Manager's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by an subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
- 10.1.2 The Construction Manager shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California in an amount not less than One Million Dollars (\$1,000,000).
- 10.1.3 Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:
  - (a) Owned, non-owned and hired vehicles;
  - (b) Blanket contractual;
  - (c) Broad form property damage (d) Products/completed operations; and (e) Personal injury.
- 10.1.4 Professional liability insurance, including contractual liability, with limits of \$1,000,000, per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least three (3) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation.

10.1.5 Each policy of insurance required in Article 10.1.3 above shall name the District and its officers, agents and employees as an additional insured; shall state that, with respect to the operations of Construction Manager hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that no less than thirty (30) days' written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Construction Manager shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Construction Manager shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Construction Manager fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of an for the account of Construction Manager, and in such event Construction Manager shall reimburse District upon demand for the costs thereof.

#### 10.2 INSURANCE PROVIDED BY DISTRICT

The District shall provide and maintain standard fire, flood and "All Risk" Insurance including "XCU" coverage up to the full insurable value of the Project. Policies providing such coverage shall contain a provision that coverages afforded under the policies will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Construction Manager.

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

#### 10.3 INSURANCE POLICY INCLUSIONS

- 10.3.1 The foregoing policies to be carried by the Construction Manager shall contain a provision that coverages afforded under the policies will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the District.
- 10.3.2 Certificates of Insurance and Additional Insured Endorsements showing such coverages to be in force throughout construction of the work shall be filed with the District prior to commencement of the work.

#### 10.4 WAIVERS OF SUBROGATION

- 10.4.1 The District and Construction Manager waive all rights against each other and against the Contractors, Architect, consultants, agents and employees of any of them, for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance.
- 10.4.2 The District and Construction Manager each shall require similar waivers from their Contractors, Architect, consultants, agents, and persons or entities awarded separate contracts administered under the District's own forces.

#### ARTICLE 11 ENTIRE AGREEMENT

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

against the District until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

#### ARTICLE 12 OWNERSHIP OF DOCUMENTS

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

#### ARTICLE 13 LIQUIDATED DAMAGES

#### 13.1 ASSESSMENT OF LIQUIDATED DAMAGES

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

#### 13.2 FAULT OF CONSTRUCTION MANAGER

- 13.2.1 Construction Manager shall not be charged for liquidated damages, as set forth above, because of any delays in completion of work which are not the fault or negligence of Construction Manager, including but not restricted to: acts of God, acts of public enemy, acts of Government, fires, floods, epidemics and quarantine restrictions.
- 13.2.2 Construction Manager shall absorb its own cost of providing Basic Construction Services during any schedule extension, if said extension is caused by Construction Manager, and only to the extent that the schedule extension is caused by Construction Manager. The Construction Manager under no circumstances will be liable for any damages for delay other than as set forth herein unless determined otherwise by a court of law.

#### 13.3 COMPLETION DATES

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

#### 13.4 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

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

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

CONSTRUCTION MANAGER:	DISTRICT:
C.W. Driver	Riverside Community College District
By: Dana Roberts CEO 468 N. Rosemead Blvd. Pasadena, CA 91107	By:  Aaron S. Brown Vice Chancellor Business and Financial Services
Dates	Dates

#### **EXHIBIT "A"**

#### CONSTRUCTION MANAGER'S SERVICES

To Be Provided Under

#### CONSTRUCTION MANAGEMENT AGREEMENT

Between

#### RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

#### C.W. DRIVER

Dated: February 19, 2025

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

#### 1. CONSTRUCTION MANAGER'S SERVICES

- 1.1 Construction Manager shall provide sufficient home office organization and support, personnel and management to carry out the requirements of this Agreement in an expeditious and economical manner consistent with the interests of the District.
- 1.2 Construction Manager shall prepare and periodically update a Project Schedule for the Architect's review and the District's acceptance. Construction Manager shall obtain the Architect's approval for the portion of the preliminary Project Schedule relating to the performance of the Architect's services. In the Project Schedule, Construction Manager shall coordinate and integrate Construction Manager's services, the Architect's services and the District's responsibilities with anticipated construction schedules, highlighting critical and long-lead-time items.
- 1.3 Construction Manager shall consult with the District and Architect regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedules. Construction Manager shall review the contract document submissions and provide written comments on the coordination of the various disciplines, including civil, structural, architectural, mechanical, electrical, plumbing and landscape.
- 1.4 Construction Manager shall provide recommendations and information to the District and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.
- 1.5 If applicable, Construction Manager shall assist the District in developing and implementing a plan for temporary housing of students and staff.
- 1.6 Construction Manager shall provide recommendations and information to the District regarding the allocation of responsibilities for safety programs among the Contractors.

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

#### 2. PRE-CONSTRUCTION PHASE

- 2.1 Provide review and comments on the program scope and budget.
- 2.2 Construction Manager shall develop in conjunction with the District and the Architect, procedures to facilitate and expedite communications among the Contractor, the Architect, the District, Construction Manager, and the test/inspection services relating to the submittal, review, and response to documents provided to Construction Manager, including: correspondence, memoranda, Requests for Information/Requests for Clarification, Field Bulletins/Field Clarifications, Construction Change Documents, District or Architect Field Directives, Submittals, Change Order Requests/Proposal Requests/Change Estimate Requests, Change Orders and similar items.
- 2.3 Review the District's program of requirements, schedule goals and existing budget data. Produce initial representative estimates of the value of the proposed improvements for several buildings under current market conditions, based upon available program and design documentation. Where Construction Manager's initial estimate indicates that projected costs may be at variance with the District's budgetary goals, Construction Manager shall present such issues to the District and Architect in writing, along with any readily apparent alternatives which may be identified. Construction Manager shall cooperate with the District and Architect in identifying and implementing additional potential cost adjustment measures which might be employed in order to reach budgetary goals.
- 2.4 Construction Manager shall prepare a Project Schedule providing for the components of the work, including phasing of construction, times of commencement and completion required of each Contractor, and the occupancy requirements of the District. Construction Manager shall provide the current Project Schedule to be included in the bidding documents.
- 2.5 Construction Manager shall assist the District in the preparation of construction contracts. Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress and scheduling. Construction Manager shall prepare and promptly distribute minutes to the District, Architect and Contractors. Construction Manager shall provide observation and administration of the Contracts for Construction in cooperation with the Architect as set forth below and in the General Conditions. All contracts between the District and Contractors shall be in a form acceptable to Construction Manager and shall also include broad form indemnity and insurance clauses in favor of and protecting the District and Construction Manager in a form acceptable to Construction Manager. Such insurance clauses shall include, without limitation, provisions naming the District and Construction Manager as additional insureds, showing insurer's prior written notice of non-renewal or modification to the foregoing, and evidence of all such obligations being evidenced on insurer's insurance certificates provided to the District and Construction Manager throughout the term of the Project until final completion.

- 2.6 Construction Manager shall assist the District in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Contractors. Construction Manager shall verify that the District has paid applicable fees and assessments. Construction Manager shall assist the District and Architect in connection with the District's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.
- 2.7 Construction Manager shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments.
- 2.8 Construction Manager shall provide a Construction Cost Estimate, in cost model format, based upon Architect's delivery of complete Construction Documents depicting a work scope which represents at least 60% of the likely total of all apportionments and the local share for the Project to confirm compliance with DSA requirements for review and approval and with the District's budget goals. Should significant variance be detected between projected cost and such criteria, Construction Manager shall inform the District and the Architect in writing and shall coordinate necessary working sessions between the District, Architect and Construction Manager to identify measures to be taken to bring the Project and documents within budget and scope parameters. At the conclusion of such sessions, Construction Manager, in conjunction with the District, shall request commitments from the Architect(s) for design or documentation adjustments to the documents, in an effort to meet the District's specified criteria.
- 2.9 Construction Manager shall provide a Construction Cost Estimate, in cost model format, based upon Architect's delivery of 50% and 90% complete Construction Documents and updated prior to bid depicting the full scope of intended improvements, to confirm compliance with cost management measures agreed to throughout design phase and to ensure compliance with the District's budget goals. Should significant variance be detected between projected cost and such goals, Construction Manager shall so inform the District and the Architect in writing and shall coordinate necessary working sessions between the District, Architect and Construction Manager to identify measures to be taken to bring the Project back within budgetary limits. At the conclusion of such sessions, Construction Manager, in conjunction with the District, shall request commitments from the Architect for design adjustments to the documents in an effort to maintain the Project budget.
- 2.10 In collaboration with the District and the Project Architect, Construction Manager shall prepare a draft Construction Management Plan for the Project. This plan shall reflect the construction delivery method, the time frame for construction, and the attendant design efforts required. In preparation for this Construction Management Plan, Construction Manager shall evaluate the local construction market and the District's schedule and budgetary goals for the Project, and make recommendations to the District regarding the recommended strategy for purchasing, construction, the approach to bid packaging the work and a proposed Master Project Schedule. Upon approval by the District of the Construction Management Plan, Construction Manager shall prepare the Construction Management Plan in final form.

#### 3. CONSTRUCTION COST

#### 3.1 RESPONSIBILITY FOR CONSTRUCTION COST

3.1.1 Evaluations of the District's Project budget and Construction Cost Estimates prepared by Construction Manager represent Construction Manager's best judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither Construction Manager nor the District has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established

or approved by the District, or from any evaluation prepared by Construction Manager. The Construction Manager shall coordinate with the District to agree on what costs are included to define "Construction Cost" for the Project.

- 3.1.2 If the Bidding or Negotiation Phase has not commenced within 90 days after approval of the Construction Documents from DSA, any Project budget shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which bids/ proposals are sought.
- 3.2 Provide recommendations regarding constructability and value engineering:
  - 3.2.1 Following delivery of Architect's 50% and 90% complete Construction Documents for the full scope of intended improvements for the Project, and prior to bid(s), Construction Manager shall conduct a constructability review and value engineering of the plans and specifications and provide input to the District and the Architect relative to sequencing of construction (phases), means and methods, and duration of construction for various building methods and constructability.
  - 3.2.2 The intent of review is to eliminate gaps, overlaps and omissions, and provide information to the Architect that will eliminate or greatly reduce issues that might otherwise result in additional cost or delay during the course of construction.

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

- 4.1 Construction Manager shall perform a constructability review/value engineering review of plans at 90% complete Construction Documents using Redicheck or an equivalent acceptable checklist review technique acceptable to the District. This review shall include:
  - 4.1.1 Senior Construction Manager analysis and overlay coordination of each major system of the building(s) including electrical, mechanical, civil, structural, kitchen, theater, acoustic, technology and landscape architecture.
  - 4.1.2 Preparation of checklists as defined by the Redicheck methodology or equivalent technique acceptable to the District.
  - 4.1.3 Construction Manager shall perform a systems analysis/value engineering review of each major building system utilizing a senior Construction Manager.
- 4.2 The constructability review/ value engineering review shall be performed independently by a senior Construction Manager from Construction Manager's office. The senior Construction Manager must be familiar with the project type represented by this Agreement.
- 4.3 At the completion of Construction Manager's constructability review/value engineering review and systems review/value engineering review, Construction Manager shall prepare a report documenting the findings resulting from the senior Construction Manager's review. Construction Manager shall also include as an addendum to this report, the senior Construction Manager's redmarked corrections to the construction documents and project specifications and Redicheck documents. This document shall also be available for the District's review at Construction Manager's place of business.

- 4.4 Construction Manager shall confirm all agreed upon constructability review/ value engineering changes and comments are incorporated into the Construction Documents before they are issued to bidders.
- 4.5 If applicable, Construction Manager shall produce phase schedules for each of the component projects within the Program and a Master Schedule for the Program as a whole. These schedules shall contain key milestones to be accomplished by the Project Team including the Architects and Consultants.
- 4.6 Assist the District in the selection of professional services for inspection, testing, hazardous materials removal, etc.

#### 5. **FUNDING PHASE**

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

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

- 6.1 Construction Manager shall assist the District and Architect in prequalification (if required by the District), the bid opening, evaluation of the bids for completeness, full responsiveness and price, including alternate prices and unit prices.
- 6.2 Construction Manager shall assist the District and its legal counsel in preparing prequalification documents as required under Public Contract Code section 20651.5.
- 6.3 Construction Manager shall establish bidder prequalification procedures in compliance with the applicable statute, evaluate all prequalification documents submitted, make recommendations to the District on which contractors and/or subcontractors are deemed prequalified and issue notices to contractors and/or subcontractors regarding their prequalification status.

#### 7. BIDDING PHASE

- 7.1 Construction Manager shall assist the District and its legal counsel in preparing the bid documents and general conditions for the Project, including, but not limited to, the bid advertisement, notice inviting bids, notice of intent to award and notice of award.
- 7.2 Construction Manager shall assist the District in evaluating the bid results and prior to the award of Contracts.
- 7.3 Construction Manager shall develop bidders' interest in the Project and establish bidding procedures and schedules. Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. Construction Manager shall assist the Architect with regard to responses to requests for information or clarification from bidders and with the issuance of addenda.
- 7.4 Construction Manager shall assist the District and its legal counsel in evaluating bid protests and making recommendations on whether any bid protests have merit.

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

#### 8. CONSTRUCTION PHASE

- 8.1 Construction Manager shall Manage and administer related services as required to coordinate the work of the contractor.
- 8.2 Construction Manager shall assist in the administration of the construction Contract(s) as provided in the General Conditions of the Contract(s) for construction.
- 8.3 Construction Manager shall review the procedures for submittals, shop drawings, substitution requests, product samples, change orders, payment requests and other procedures and review logs, files, and other necessary documentation in order to provide an orderly and effective system for such administration.
- 8.4 Construction Observation. Construction Manager shall, using experienced personnel, observe the progress of the work. Construction Manager shall notify the District in writing of observations made by Construction Manager of work installed by the Contractor which does not appear to be in conformity with Contract Documents, and, after concurrence by the Architect, shall make recommendations to the District for measures to enforce compliance with the requirements of the Contract Documents.
- 8.5 Based on the schedule prepared by the Contractor, Construction Manager shall assist in preparing a Project Schedule for the Project, providing for the components of the work, including phasing of construction, times of commencement and completion, phasing, and the occupancy requirements of the District.
- 8.6 Construction Manager shall endeavor to obtain satisfactory performance from the Contractor(s). Construction Manager shall recommend courses of action to the District when requirements of the Contract Documents are not being fulfilled. Construction Manager shall monitor the approved estimate of Construction Cost.
- 8.7 Coordination of Technical Inspection and Testing. Construction Manager shall coordinate with the District's Project Inspector all testing required by the Architect or other third parties. All inspection reports will be provided to Construction Manager on a regular basis.
- 8.8 Attend the pre-construction and construction progress meetings.
  - 8.8.1 Pre-Construction Conferences. Upon award of contracts, Construction Manager shall assist, in conjunction with the District and the Architect, in pre-construction orientation conferences for the benefit of the successful Contractor(s) and will serve to orient the Contractor(s) to the various reporting procedures and site rules prior to the commencement of actual construction. Job Site Meetings. Construction Manager shall assist in regular jobsite progress meetings with the Contractor and keep meeting minutes.
- 8.9 Regularly monitor the construction budgets and schedules:
  - 8.9.1 Project Schedule. Construction Manager shall continue to review the Project Schedule.
  - 8.9.2 If requested by the District, Construction Manager shall assist the Contractor in preparing a recovery schedule. This recovery schedule shall reflect the corrective action and extraordinary efforts to be undertaken by the Contractor to recapture lost time. This recovery schedule shall be

distributed to the Construction Manager, the District, the Architect and other appropriate parties by the Contractor.

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

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

8.9.3.2 Utilizing the schedules provided by the Contractors, Construction Manager shall update the Project Schedule incorporating the activities of the Contractor on the Project, including activity sequences and durations. The Project Schedule shall include the District's occupancy requirements showing portions of the Project having occupancy priority.

Construction Manager shall update and reissue the Project Schedule as required to show current conditions. If an update indicates that the previously approved Project Schedule may not be met, Construction Manager shall recommend corrective action to the District and Architect.

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

#### 8.10 Project Inspection Card Process.

The Construction Manager shall establish a procedure to verify that the Architect, Architect's consultants, Project Inspector, Laboratory of Record and Contractor are performing services in compliance with the "Construction Oversight Process Procedure" required by the California Code of Regulations, Title 24 and as further described in DSA's PR 13-01, PR 13-02 and any other related documents and subsequent updates to such documents. As part of the procedure established under this Section, Construction Manager must be able to verify that all verified reports are being submitted to the DSA by the responsible parties in a timely manner. As part of the monthly reporting process, Construction Manager shall notify the District when the Architect, Architect's consultants, Project Inspector, Laboratory of Record or Contractor have failed to comply with the Construction Oversight Process Procedure and must inform the District of the impact such failure will have upon the Project and the Project Schedule.

8.10.1 The Construction Manager shall review the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103) for the Project prior to the commencement of any work on

the Project in order to become familiar with the all testing and inspections that are required for the completion of the Project.

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

8.10.3 The Construction Manager shall coordinate with the Contractor to ensure timely requests for inspections are made and that the requirements related to the DSA's Inspection Card Process and Form DSA 152 are being met for the Project. The Construction Manager shall notify the District, in writing, when delays or impacts to the Project Schedule are being caused by a party not complying with DSA's Inspection Card requirements and Form DSA 152.

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

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

#### 8.11 Assist in the resolution of Requests for Information:

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

- 8.11.2 Construction Manager shall transmit to the Architect requests for interpretations of the meaning and intent of the plans and specifications, and assist in the resolution of questions that may arise.
- 8.12 Review and recommend, in conjunction with the Architect, any necessary or desirable changes to any contract documents and submit same to the District:
  - 8.12.1 Change Order Requests/ Proposals. Construction Manager shall evaluate Contractors' change order requests/ proposals and make a formal recommendation to the District regarding acceptance of the proposals for change orders.
  - 8.12.2 Change Order Reports. Construction Manager shall prepare and distribute change order reports, on a monthly basis, throughout the Construction Phase. These reports shall provide information pertaining to proposed and executed change orders and their effect upon the contract price as of the date of the report.
    - 8.12.2.1 Construction Manager shall review requests for changes, assist in negotiating Contractors proposals for changes in cost and/or time, submit recommendations to the Architect and the District and, if they are accepted, review change orders and Construction Change Documents prepared by the Architect which incorporate the Architect's modifications to the Construction Documents.
    - 8.12.2.2 Construction Manager shall assist the Architect in the review and, evaluation of claims and make recommendations to the District regarding settlement of claims and assist the District in mitigating claims.
- 8.13 Construction Manager shall receive, review for proper limits of coverage and existence of insurance coverage and make recommendations regarding certificates of insurance and any required bonds from the contractors and forward them to the District with a copy to the Architect.
- 8.14 Review and approve Contractors' certificates for payment in conjunction with the Architect and Project Inspector.
  - 8.14.1 Construction Manager shall review and make recommendations pertaining to monthly payments to the Contractor. This activity will be an integral part of the monthly progress report updates.

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

- 8.15 Maintain a copy set of Contract Documents, plans, specifications, addenda, contracts, change orders, shop drawings/submittals, correspondence, and other records, as required.
- 8.16 If requested, review certified payroll records submitted for the Project. Construction Manager shall also assist the District or its consultant in initiating and enforcing the District's Labor Compliance Program (if applicable), or assisting the District with complying with the Department of Industrial Relations' Compliance Monitoring Unit requirements.
- 8.17 Ensure that any applicable storm water pollution prevention plan requirements for the Project are incorporated into the Contract Documents and monitor compliance and maintenance by the Contractor.

- 8.18 If required by the Contract Documents, the Construction Manager shall confirm all waivers and releases are provided by the Contractor and all subcontractors before progress payments and final payment is made to the Contractor.
- 8.19 Assist in closeout, including preparation and supervision of and coordination with Architect on punch lists and evaluation of the proper time (in conjunction with Architect's opinion) for recording of a Notice of Completion:
  - 8.19.1 Construction Manager, in conjunction with the Architect and the Inspector shall, upon Substantial Completion of the Project, assist the Architect and the District in the production of a punch list of required corrections. At the conclusion of all corrective action for all punch list items, Construction Manager shall make a final comprehensive review of the Project and will report the results of that review to the District. Construction Manager's report will indicate whether Construction Manager, the Architect, and the Project Inspector find the work performed acceptable under the Contract Documents and the relevant Project data, and will make recommendations as to final payment and the notice of completion to the Contractor.
  - 8.19.2 Following Substantial Completion of the Project or a designated portion thereof, the Construction Manager shall evaluate the completion of the work of the Contractors and make recommendations to the Architect as to when the District may record a Notice of Completion. The Construction Manager shall assist the Architect in conducting final inspections, preparing punchlist items and confirming punch-list items are completed.

#### 8.20 Close Out and Miscellaneous Provisions

- 8.20.1 Construction Manager shall perform coordination and expediting functions in connection with the Architect's and Contractor's obligation to provide "as-built" documents. Construction Manager shall confirm the Contractor is updating all required as-built document during construction and make recommendations to the Architect and District for withholding of progress payments for failure to update the as-built documents. The Construction Manager shall assist the Architect in compiling all necessary as-built documents and incorporating them into one comprehensive set of record documents for the Project in a format acceptable and approved by the District.
- 8.20.2 Construction Manager shall assist the District in the delivery, storage, protection and security of District-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Project.
- 8.20.3 With the Architect and the District's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment.
- 8.20.4 Construction Manager shall secure and transmit to the Architect warranties and similar submittals required by the Contract Documents for delivery to the District and deliver all keys, manuals, record drawings and maintenance stocks to the District. Construction Manager shall make recommendations for withholding or deducting payments from the Contractor for not complying with the close-out requirements and assisting the Architect in determining a reasonable value for all incomplete close-out items.
- 8.20.5 Construction Manager shall assist the Architect in compiling all documents and information necessary to obtain DSA close-out certification of the Project. Construction Manager shall notify the District in writing of any missing information or documents that will prevent obtaining DSA certification.

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

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

#### 9. <u>FEE</u>

- 9.1 The not to exceed fee for providing the described in this Agreement and Exhibits, exclusive of General Conditions, shall be One Million Three Hundred Three Thousand Seven Hundred Fifteen Dollars (\$1,303,715) including Fifty Thousand Dollars (\$50,000) allowance and shall be paid regularly on a monthly basis based on the actual percentage of completion of the Project. Any adjustments related to the payment of fees for Construction Manager Services shall be made through a written Addendum to this Agreement approved by both parties.
- 9.2 The Construction Manager shall invoice all fees for Construction Manager's services set forth in the Agreement and the attached Exhibits on a monthly basis during the duration of the construction work. All invoices for Construction Manager Services shall be based upon actual work or services completed by the Construction Manager and shall be supported by proper documentation. The District shall make payments to the Construction Manager within thirty (30) days of receipt of the appropriate and approved invoice from the Construction Manager.
- 9.3 In the event State funding limitations or District budgetary re-alignments should result in a reduction in the scope of work to be constructed for the Project, and in the event such reduction reasonably results in a reduction of the overall duration of the Construction Manager's service, a reduction of the specified fee shall be made accordingly.
- 9.4 See Exhibit "B" for payment of General Conditions for the Project.

#### 10. CLARIFICATIONS

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

#### **EXHIBIT "B"**

#### **GENERAL CONDITIONS & FIELD PERSONNEL**

CONSTRUCTION MANAGEMENT AGREEMENT

Between

RIVERSDIE COMMUNITY COLLEGE DISTRICT

and XXXXX

Dated: XX, 20XX

LEFT INTENTIONALLY BLANK – THIS EXHIBIT IS NOT APPLICABLE FOR THIS CONTRACT

#### **EXHIBIT "C"**

#### FEE PROPOSAL AND PROJECT SCHEDULE

LEFT INTENTIONALLY BLANK – THIS EXHIBIT IS NOT APPLICABLE FOR THIS CONTRACT

# **MONTHLY COSTS**



#### PRECONSTRUCTION PHASE

Preconstruction Phase: Precon Meetings, Contractor Prequalification, Bid Outreach, Project Schedule, Bid Documents, Jobwalks, Bid Review & recommendation, Plan Review

DDECONSTRUCTION STAFFING	HOURLY DATE	MARCH	1 2025	APRIL	2025	MAY	2025	JUNE	TOTAL COST		
PRECONSTRUCTION STAFFING	HOURLY RATE	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	TOTAL COST	
Project Executive	\$219.96	28	\$6,159	28	\$6,159	28	\$6,159	28	\$6,159	\$24,636	
Project Manager	\$185.79	60	\$11,147	60	\$11,147	60	\$11,147	60	\$11,147	\$44,590	
Senior Project Planner	\$213.20	11	\$2,345	11	\$2,345	10	\$2,132	10	\$2,132	\$8,954	
Estimating Administrator	\$88.70	10	\$887	10	\$887	10	\$887	10	\$887	\$3,548	
		109	\$20,538	109	\$20,538	108	\$20,325	108	\$20,325	\$81,728	

### **CONSTRUCTION PHASE**

CONSTRUCTION STAFFING	HOURLY JULY 2025		AUGUST 2025		SEPTEMBER 2025 00		ОСТОВЕ	OCTOBER 2025 NOVEMBE		1BER 2025   DECEMBER 2025		JANUARY 2026		FEBRUARY 2026		MARCH 2026		APRIL 2026		MAY 2026		JUNE 2026			
CONSTRUCTION STAFFING	RATE	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
Project Executive	\$219.96	22	4,839	22	4,839	20	\$4,399	20	\$4,399	20	\$4,399	20	\$4,399	20	\$4,399	20	\$4,399	20	\$4,399	20	\$4,399	20	\$4,399	20	\$4,399
Project Manager	\$185.79	173	32,142	173	32,142	173	\$32,142	173	\$32,142	173	\$32,142	173	\$32,142	173	\$32,142	173	\$32,142	173	\$32,142	173	\$32,142	173	\$32,142	173	\$32,142
Assistant Construction Manager	\$171.40	173	29,652	173	29,652	173	\$29,652																		
Senior Project Planner	\$213.20	4	853	4	853	4	\$853	4	\$853	4	\$853	4	\$853	4	\$853	4	\$853	4	\$853	4	\$853	4	\$853	4	\$853
Project Accountant	\$123.42	3	370	3	370	3	\$370	3	\$370	3	\$370	3	\$370	3	\$370	3	\$370	3	\$370	3	\$370	3	\$370	3	\$370
Misc. Materials			290		290		\$290		\$290		\$290		\$290		\$290		\$290		\$290		\$290		\$290		\$290
		375	\$68,146	375	\$68,146	373	\$67,706	200	\$38,054	200	\$38,054	200	\$38,054	200	\$38,054	200	\$38,054	200	\$38,054	200	\$38,054	200	\$38,054	200	\$38,054

CONSTRUCTION STAFFING	HOURLY	JULY 2026		AUGUST 2026		SEPTEMBER 2026		OCTOBER 2026		NOVEMBER 2026		DECEMBER 2026		JANUARY 2027		FEBRUARY 2027		MARCH 2027		APRIL 2027		MAY 2027		JUNE 2027	
CONSTRUCTION STAFFING	RATE	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
Project Executive	\$219.96	20	\$4,399	20	\$4,399	20	\$4,399	20	\$4,399	20	\$4,399	20	\$4,399	20	\$4,399	20	\$4,399	20	\$4,399	20	\$4,399	20	\$4,399	20	\$4,399
Project Manager	\$185.79	173	\$32,142	173	\$32,142	173	\$32,142	173	\$32,142	173	\$32,142	173	\$32,142	173	\$32,142	173	\$32,142	173	\$32,142	173	\$32,142	173	\$32,142	173	\$32,142
Assistant Construction Manager	\$171.40																								
Senior Project Planner	\$213.20	4	\$853	4	\$853	4	\$853	4	\$853	4	\$853	4	\$853	4	\$853	4	\$853	4	\$853	4	\$853	4	\$853	4	\$853
Project Accountant	\$123.42	3	\$370	3	\$370	3	\$370	3	\$370	3	\$370	3	\$370	3	\$370	3	\$370	3	\$370	3	\$370	3	\$370	3	\$370
Misc. Materials			\$290		\$290		\$290		\$290		\$290		\$290		\$290		\$290		\$290		\$290		\$290		\$290
		200	\$38,054	200	38,054	200	38,054	200	38,054	200	\$38,054	200	38,054	200	38,054	200	38,054	200	38,054	200	38,054	200	38,054	200	38,054

CONSTRUCTION STAFFING	HOURLY	JULY	2027		JULY	2027	AUGUS	T 2027	TOTAL HOURS	TOTAL COSTS	
CONSTRUCTION STAFFING	RATE	HOURS	COST		HOURS	COST	HOURS	COST	TOTAL HOURS	TOTAL COSTS	
Project Executive	\$219.96	20	\$4,399		20	\$4,399	20	\$4,399	504	\$119,658	
Project Manager	\$185.79	173	\$32,142		87	\$16,164	87	\$16,164	4,499	\$835,869	
Assistant Construction Manager	\$171.40			PROJECT					1,038	\$177,913	
Senior Project Planner	\$213.20	4	\$853	CLOSLOOT					100	\$21,320	
Project Accountant	\$123.42	3	\$370		3	\$370	3	\$370	75	\$9,997	
Misc. Materials			\$290							\$7,230	
		200	\$38,054		110	\$20,933	110	\$20,933	6,216	\$1,171,988	

Total Preconstruction Phase	\$81,728
Total Construction Phase	\$1,171,988
Total CM Services Fees	\$1,253,715
District Allowance	\$50,000
Total CM Services Contract Fees	\$1,303,715

Basic Services	Fees
Pre-Construction Services for CHP+K	\$81,728
"Construction Management Fees - CHP+K Project No. 20-24/25-4-A"	\$1,043,069
Subtotal	\$1,124,797
"""Construction Management Fees - Secondary Effects #1 - STEM 100 Renovation for CACT Relocation No. 20-24/25-4-B"""	\$70,319
"Construction Management Fees - Secondary Effects #2 - F2 Central Plant Chillers Upgrade No. 20-24/25-4-C"	\$58,599
Total CM Services Fee	\$1,253,715
District Allowance	\$50,000
Total CM Services Contract Fees	\$1,303,715

C.W. Driver

Riverside CCD - Norco College - RFQ/P 20-24/25-4

### **Board of Trustees Regular Meeting (VI.Q)**

Meeting March 18, 2025

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

Subject Grants, Contracts and Agreements - MVC Organic Chemistry

Laboratory and RCC Throwing Sports Field Renovation Projects

College/District Moreno Valley College/Riverside City College

Funding Measure C Allocation, Redevelopment Funds, Local Funds and

Scheduled Maintenance 2022/23 Funding Allocation

Recommended Action Recommend approving the Construction Management Services

Agreement with Kitchell/CEM, Inc. for the total amount of \$312,952.

#### **Background Narrative:**

On February 7, 2025 the District issued a Request for Qualifications and Proposals (RFQ/P No. 24-24/25-3-2) to the pre-qualified list of construction management firms to provide construction management services for the projects for the Moreno Valley College Organic Chemistry Laboratory and Riverside City College Throwing Sports Field Renovation Projects.

The RFQ/P requested the participating firms to present their qualifications, experience, project approach, and methodology. The process included: 1) review of statements of qualifications; 2) firm interviews; and 3) evaluation and negotiation of fee proposals.

In response to the RFQ/P, the District received three (3) proposals. Qualifications were reviewed, and interviews were conducted with all three firms.

Based on evaluation of the qualifications and experience, it is recommended the Board of Trustees approve the construction management services agreement with Kitchell/CEM, Inc. in the total amount of \$312,952. The term of the agreement is from March 19, 2025 to December 31, 2025.

Prepared By: Aaron S. Brown, Vice Chancellor, Business & Financial Services

Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development

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

Kristine DiMemmo, Vice President, Business Services, Riverside City College

Misty Griffin, Director, Business Services

Mehran Mohtasham, Director, Capital Planning, Facilities Planning &

Development

Bart Doering, Director, Facilities Development, Facilities Planning &

Development

#### Attachment(s):

Agreement MVC Organic Lab & RCC Throwing Field Construction Management Services

#### AGREEMENT FOR CONSTRUCTION/ PROJECT MANAGEMENT SERVICES

This Construction/ Project Management Services Agreement ("Agreement") is made and entered into this 19<sup>th</sup> day of March, 2025, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT (hereinafter referred to as "District") and KITCHELL/CEM, Inc. (hereinafter referred to as "Construction Manager") for construction management services relating to the Moreno Valley College Organic Chemistry Lab and Riverside City College Throwing Sports Field Renovation Projects, to provide construction management services for the projects (hereinafter referred to as "Project"), RFQ/P #24-24/25-3-2.

#### ARTICLE 1 CONSTRUCTION MANAGER'S SERVICES AND RESPONSIBILITIES

Construction Manager represents to the District that it has the necessary license for a Construction Manager as provided for in Government Code Section 4525, et seq.; that it has expertise and experience in construction supervision; bid evaluation; project scheduling; cost benefit analysis; claims review and negotiation; and general management and administration of construction projects. Construction Manager further represents to the District that it is properly registered with the Department of Industrial Relations and qualified to perform public works in accordance with Labor Code sections 1725.5 and 1771.1 at all times during the term of this Agreement. Construction Manager covenants to provide its best skill and judgment in furthering the interests of the District in the management of the construction of the Project. Construction Manager agrees to furnish efficient business administration and management services and to perform in a manner consistent with the interests of the District. The Construction Manager's Services for the Project shall be as follows and as enumerated within Exhibits "A", "B" and "C" to this Agreement. All services provided by the Construction Manager under this Agreement shall be provided by or under the direction and control of a licensed general contractor. Basic Services to be provided by the Construction Manager are those enumerated in the Basic Services (Exhibit "A" hereto) and those enumerated in the General Conditions (Exhibit "B" hereto). Notwithstanding the foregoing, Project Manager's legal obligations to the District shall not exceed those set forth in this Agreement.

#### 1.1 BASIC SERVICES

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

#### 1.2 CONSTRUCTION PHASE

- 1.2.1 Provide ongoing senior management observation of the progress of the work to assist the District's Project Manager.
- 1.2.2 Provide senior management at the request of the District to provide assistance to resolve any issues that are critical to Schedule or Budget considerations.
- 1.2.3 Provide ongoing senior management involvement in progress meetings.

#### 1.3 GENERAL CONDITIONS

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

#### 1.4 ADDITIONAL SERVICES

- 1.4.1 Additional Services are defined, for the purpose of this Agreement, as any services performed in the interest of the Project, at the written request of the District, which are outside the scope of this Agreement.
- 1.4.2 Pursuant to Education Code section 81644, the total term of this Agreement, including all extensions, shall not exceed five (5) years. If, through no fault of the Construction Manager, the duration of the Project which is the subject of this Agreement beyond the time frame depicted in Exhibit "C", Construction Manager shall be entitled to additional compensation and costs based on the rates set forth in Exhibit "B" and as set forth below. Construction Manager shall obtain written approval from the District prior to incurring any additional costs related to the Project.
- 1.4.3 District shall compensate Construction Manager for any extended durations set forth in Article 1.4.2 above based on the Schedule of Personnel and costs set forth in Exhibit "B" and any approved reimbursable expenses. Alternatively, the District and Construction Manager may agree in writing to a fixed fee or other payment terms. All costs to be paid for any extended durations must be accompanied by time sheets detailing information including, but not limited to, the name of the employee, date, a description of the task performed in sufficient detail to allow the District to determine the services provided, and the time spent for each task. The District and Construction Manager may otherwise mutually agree, in writing, on alternative types of information and levels of detail that may be provided by the Construction Manager.
- 1.4.4 If, during the planned duration of the Project as identified within Exhibit "C", the District requests that additional personnel or other resources be provided beyond those set forth in Exhibit "B" for reasons other than extension of the period of services identified within Article 1.4.2, such additional resources shall be provided by written amendment between the District and Construction Manager which amendment shall provide for equitable adjustment of Construction Manager's compensation.

#### 1.5 PERSONNEL

- 1.5.1 If at any time any of the personnel employed by the Construction Manager on the Project are reasonably deemed unsatisfactory by the District and the District requests that they be replaced, Construction Manager shall, within a reasonable time, replace such personnel without additional cost to the District.
- 1.5.2 Construction Manager agrees to provide the personnel set forth in the schedule attached to Exhibit "B". Changes made to Construction Manager's staff shall be made only with the prior written consent of the District.
- 1.5.3 Any proposed staff changes shall only be considered after resumes are submitted for District review and the District is given the opportunity to interview the suggested personnel. District retains the right to reject newly proposed personnel based on qualifications or other relevant criteria.

#### **ARTICLE 2 DISTRICT'S RESPONSIBILITIES**

#### 2.1 PROJECT INFORMATION

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

#### 2.2 BUDGET

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

#### 2.3 DISTRICT'S REPRESENTATIVE

- 2.3.1 The District shall designate a representative ("District's Representative") to act on the District's behalf with respect to the Project. The authorized Representative shall render decisions promptly to avoid unreasonable delay in the progress of the Construction Manager's services and shall expeditiously process contractor payment applications and change order documentation and shall make all required payments in a timely manner.
- 2.3.2 In addition, the District shall promptly and properly file Notice(s) of Completion upon written recommendation by Architect and Construction Manager for the Project or designated portion(s) thereof.

#### 2.4 TESTS, INSPECTION AND REPORTS

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

#### 2.5 DISTRICT'S EXPENSE

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

#### 2.6 NONCONFORMING WORK

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

#### 2.7 DISTRICT'S RIGHT TO PERFORM WORK

- 2.7.1 The District reserves the right to perform work related to the Project with the District's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement.
- 2.7.2 The Construction Manager shall notify the District if any such independent action will in any way compromise the Construction Manager's ability to meet the Construction Manager's responsibilities under this Agreement.

#### ARTICLE 3 CONSTRUCTION MANAGER'S COMPENSATION

#### 3.1 FEE

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

#### 3.2 GENERAL CONDITIONS AND FIELD PERSONNEL

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

#### 3.3 REDUCTION IN BASIC SERVICES

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

#### 3.4 COMPENSATION FOR ADDITIONAL SERVICES

- 3.4.1 Construction Manager shall notify the District in writing of the need for additional services required due to circumstances beyond the Construction Manager's control ("Additional Services"). Construction Manager shall obtain written authorization from the District before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the District before such Additional Services are performed by the Construction Manager. No compensation shall be paid to the Construction for any Additional Services that are not previously approved by the District in writing.
- 3.4.2 Compensation for any Additional Services authorized by the District in writing during the planned duration of services shall be made on the basis of:
  - (a) Personnel Services: Cost rates contained in the Schedule of Personnel. This sum represents both direct reimbursement of Field Personnel costs and fees for Construction Manager.
  - (b) Materials and/or outside services at cost.
  - (c) Miscellaneous approved Reimbursable Expenses at cost.

#### 3.5 REIMBURSABLE EXPENSES

- 3.5.1 "Reimbursable Expenses" include any authorized expense incurred by the Construction Manager and Construction Manager's employees and consultants in the interest of the Project which are outside the scope of Construction Manager's Basic Services, as identified within Exhibit "A" or its General Conditions and Field Personnel as identified with Exhibit "B", which expenses include, but not by way of limitation:
  - 3.5.1.1 Expenses in connection with authorized out of town travel;
  - 3.5.1.3 Fees paid for securing approval of authorities having jurisdiction over the Project when District requests Construction Manager to pay for such costs on behalf of the District.
  - 3.5.1.5 Expense of reproductions, postage and expressage related to submittals and shop drawings and handling of drawings, specifications and other documents.
- 3.5.2 Payment for Reimbursable Expenses shall be on the basis of cost plus ten percent.

3.5.3 Payment for Reimbursable Expenses shall be made monthly, on the basis of Construction Manager's submittal of an appropriate invoice with accompanying cost documentation. Reimbursable expenses shall be invoiced separately from Basic or Additional Services.

#### **ARTICLE 4 PAYMENT SCHEDULE**

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

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

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

#### 4.2 PROJECT SCHEDULE

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

- 4.2.2 At the time the Construction Manager's work commences, a date for completion of the Project shall also be established.
- 4.2.3 The date of completion of the Project or a designated portion thereof is the date when construction is complete to the level that all contractual work is complete in the opinion of the Architect, Construction Manager and Project Inspector. Construction Manager shall endeavor to secure warranties called for by this Agreement or by the plan and specifications from Contractor which shall commence on the Date of Completion of the Project or designated portion thereof.
- 4.2.4 If the Construction Manager is delayed at any time in the progress of the Project by any act or neglect of the District or the Architect or by any employee of either, or by any separate contractor employed by the District, or by changes ordered in the project, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties or any causes beyond the Construction Manager's control, or by any delay authorized or caused by the District, the above time schedules shall be extended by change order for a reasonable length of time as set forth in Article 1.4.2.

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

#### 5.1 TERMINATION OF CONSTRUCTION MANAGER SERVICES FOR CAUSE

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

In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article 5.3 below, and Construction Manager shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Construction Manager.

#### 5.2 ABANDONMENT/ SUSPENSION OF PROJECT

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

- 5.2.2 If the Project is resumed after being suspended for more than three (3) months, the Construction Manager's compensation shall be resumed in a similar manner (prorated portion of lump sum agreement, based upon time remaining). Any services provided by the Construction Manager at the request of the District during the period of suspension shall be subject to equitable compensation, which compensation shall not be applied against any fixed limits of fee or costs provided for within this Agreement.
- 5.2.3 If the Project is suspended in whole or in part for more than three (3) months and, if no arrangement is made between the District and the Construction Manager to retain specific staff during the period of suspension, reassignment of any or all of the personnel assigned to the Project to other projects may occur. In the event that the suspended Project is then resumed, the Construction Manager shall re-staff the Project to the same level as at the time of suspension (provided that the scope of remaining work shall not have been reduced) and shall make a good faith effort to use as many of the original personnel as is practical. Where individuals assigned to the Project at the time of suspension are not reasonably available at the time of resumption, the Construction Manager shall assign other personnel of similar skill and experience as approved by the District.
- 5.2.4 If construction of the Project has started and is stopped for a material period of time by reason or circumstances not the fault of the Construction Manager, the District shall pay the Construction Manager's General Conditions and Field Personnel costs for the first 30 days of stoppage up to, but not to exceed, the level of such costs for the 30 day period immediately preceding the stoppage.
- 5.2.5 The Construction Manager shall reduce the size of the Project-site staff after thirty (30) days' delay or sooner if feasible, for the remainder of the delay period. The District shall reimburse the Construction Manager only for the actual costs of such reduced staff and extended General Conditions during such delay up to a maximum of 90 days delay. If such delay shall exceed 90 days in duration, any Project-site staff and General Conditions remaining on the Project at the District's request shall constitute Additional Services and shall be compensable on that basis through the end of any stoppage period. Upon termination of the stoppage, the Construction Manager shall return or provide the necessary Project site-staff as soon as practicable and no further compensation shall be paid for the delay.

#### 5.3 TERMINATION FOR CONVENIENCE (WITHOUT CAUSE)

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

#### 5.4 CONTINUANCE OF WORK

In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to

resolve the dispute. Pending resolution of this dispute, Construction Manager agrees to continue the work diligently to completion. If the dispute is not resolved, Construction Manager agrees it shall neither rescind the Agreement nor stop the progress of the work, but Construction Manager's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before.

#### 5.5 DELIVERY OF DOCUMENTS

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

#### ARTICLE 6 INDEMNIFICATION

#### 6.1 DUTY TO DEFEND, INDEMNIFY AND HOLD HARMLESS

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

- 6.1.1 Workers Compensation and Employers Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Construction Manager's employees or Construction Manager's sub-consultant's employees arising out of Construction Manager's work under this Agreement. The Construction Manager, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof, and;
- 6.1.2 General Liability. Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the District, or any person, firm or corporation employed by the Construction Manager or the District upon or in connection with this Agreement or the Project, except for liability resulting from the sole or active negligence, or willful misconduct of the District, its officers, employees, agents or independent consultants who are directly employed by the District. The Construction Manager, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and
- 6.1.3 <u>Professional Liability</u>. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Construction Manager, or any person, firm or corporation employed by the Construction Manager, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Construction Management Services, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the District.

6.1.4 The indemnity requirements described in this Article 6 is intended to apply during the period of Construction Manager's performance under this Agreement and shall survive the expiration or termination of this Agreement.

#### ARTICLE 7 SUCCESSORS AND ASSIGNS

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

#### ARTICLE 8 APPLICABLE LAW

This Agreement shall be governed by the laws of the State of California and any policies/regulations adopted thereunder ("Applicable Law"). To the extent that there is any inconsistency between this Agreement and the Applicable Law, or this Agreement omits any requirement of the Applicable Law, the language of the Applicable Law, in effect on the date of the execution of this Agreement, shall prevail.

#### ARTICLE 9 CONSTRUCTION MANAGER NOT OFFICER OR EMPLOYEE OF DISTRICT

While engaged in carrying out and complying with the terms and conditions of this Agreement, the Construction Manager is an independent contractor and not an officer or employee of the District.

#### **ARTICLE 10 INSURANCE**

#### 10.1 INSURANCE PROVIDED BY CONSTRUCTION MANAGER

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

- 10.1.1 The Construction Manager shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Construction Manager and District from claims which may arise out of or result from Construction Manager's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by an subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
- 10.1.2 The Construction Manager shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California in an amount not less than One Million Dollars (\$1,000,000).
- 10.1.3 Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:
  - (a) Owned, non-owned and hired vehicles;
  - (b) Blanket contractual;
  - (c) Broad form property damage (d) Products/completed operations; and (e) Personal injury.

- 10.1.4 Professional liability insurance, including contractual liability, with limits of \$1,000,000, per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least three (3) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation.
- 10.1.5 Each policy of insurance required in Article 10.1.3 above shall name the District and its officers, agents and employees as an additional insured; shall state that, with respect to the operations of Construction Manager hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that no less than thirty (30) days' written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Construction Manager shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Construction Manager shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Construction Manager fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of an for the account of Construction Manager, and in such event Construction Manager shall reimburse District upon demand for the costs thereof.

#### 10.2 INSURANCE PROVIDED BY DISTRICT

The District shall provide and maintain standard fire, flood and "All Risk" Insurance including "XCU" coverage up to the full insurable value of the Project. Policies providing such coverage shall contain a provision that coverages afforded under the policies will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Construction Manager.

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

#### 10.3 INSURANCE POLICY INCLUSIONS

- 10.3.1 The foregoing policies to be carried by the Construction Manager shall contain a provision that coverages afforded under the policies will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the District.
- 10.3.2 Certificates of Insurance and Additional Insured Endorsements showing such coverages to be in force throughout construction of the work shall be filed with the District prior to commencement of the work.

#### 10.4 WAIVERS OF SUBROGATION

- 10.4.1 The District and Construction Manager waive all rights against each other and against the Contractors, Architect, consultants, agents and employees of any of them, for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance.
- 10.4.2 The District and Construction Manager each shall require similar waivers from their Contractors, Architect, consultants, agents, and persons or entities awarded separate contracts administered under the District's own forces.

#### ARTICLE 11 ENTIRE AGREEMENT

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

#### ARTICLE 12 OWNERSHIP OF DOCUMENTS

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

#### ARTICLE 13 LIQUIDATED DAMAGES

#### 13.1 ASSESSMENT OF LIQUIDATED DAMAGES

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

#### 13.2 FAULT OF CONSTRUCTION MANAGER

- 13.2.1 Construction Manager shall not be charged for liquidated damages, as set forth above, because of any delays in completion of work which are not the fault or negligence of Construction Manager, including but not restricted to: acts of God, acts of public enemy, acts of Government, fires, floods, epidemics and quarantine restrictions.
- 13.2.2 Construction Manager shall absorb its own cost of providing Basic Construction Services during any schedule extension, if said extension is caused by Construction Manager, and only to the extent that the schedule extension is caused by Construction Manager. The Construction Manager under no circumstances will be liable for any damages for delay other than as set forth herein unless determined otherwise by a court of law.

#### 13.3 COMPLETION DATES

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

#### 13.4 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

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

CONSTRUCTION MANAGER: KITCHELL/CEM, INC.	DISTRICT: Riverside Community College District			
By:  Geoffrey Bachanas  President  3600 Lime Street, Suite 523  Riverside, CA 92501	By:  Aaron S. Brown Vice Chancellor Business and Financial Services			

first written above.

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

#### **EXHIBIT "A"**

#### CONSTRUCTION MANAGER'S SERVICES

To Be Provided Under

#### CONSTRUCTION MANAGEMENT AGREEMENT

Between

#### RIVERSDIE COMMUNITY COLLEGE DISTRICT

And

KITCHELL/CEM, INC.

Dated: March 19, 2025

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

#### 1. CONSTRUCTION MANAGER'S SERVICES

- 1.1 Construction Manager shall provide sufficient home office organization and support, personnel and management to carry out the requirements of this Agreement in an expeditious and economical manner consistent with the interests of the District.
- 1.2 Construction Manager shall prepare and periodically update a Project Schedule for the Architect's review and the District's acceptance. Construction Manager shall obtain the Architect's approval for the portion of the preliminary Project Schedule relating to the performance of the Architect's services. In the Project Schedule, Construction Manager shall coordinate and integrate Construction Manager's services, the Architect's services and the District's responsibilities with anticipated construction schedules, highlighting critical and long-lead-time items.
- 1.3 Construction Manager shall consult with the District and Architect regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedules. Construction Manager shall review the contract document submissions and provide written comments on the coordination of the various disciplines, including civil, structural, architectural, mechanical, electrical, plumbing and landscape.
- 1.4 Construction Manager shall provide recommendations and information to the District and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.
- 1.5 If applicable, Construction Manager shall assist the District in developing and implementing a plan for temporary housing of students and staff.

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

#### 2. PRE-CONSTRUCTION PHASE

NOT APPLICABLE

#### 3. <u>CONSTRUCTION COST</u>

**NOT APPLICABLE** 

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

**NOT APPLICABLE** 

#### 5. **FUNDING PHASE**

NOT APPLICABLE

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

NOT APPLICABLE

#### 7. **BIDDING PHASE**

- 7.1 Construction Manager shall assist the District and its legal counsel in preparing the bid documents and general conditions for the Project, including, but not limited to, the bid advertisement, notice inviting bids, notice of intent to award and notice of award.
- 7.2 Construction Manager shall assist the District in evaluating the bid results and prior to the award of Contracts.
- 7.3 Construction Manager shall develop bidders' interest in the Project and establish bidding procedures and schedules. Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. Construction Manager shall assist the Architect with regard to responses to requests for information or clarification from bidders and with the issuance of addenda.
- 7.4 Construction Manager shall assist the District and its legal counsel in evaluating bid protests and making recommendations on whether any bid protests have merit.
- 7.5 Construction Manager shall prepare bid analyses and make recommendations to the District for the District's award of Contracts or rejection of bids.

#### 8. CONSTRUCTION PHASE

- 8.1 Construction Manager shall Manage and administer related services as required to coordinate the work of the contractor.
- 8.2 Construction Manager shall assist in the administration of the construction Contract(s) as provided in the General Conditions of the Contract(s) for construction.
- 8.3 Construction Manager shall review the procedures for submittals, shop drawings, substitution requests, product samples, change orders, payment requests and other procedures and review logs, files, and other necessary documentation in order to provide an orderly and effective system for such administration.
- 8.4 Construction Observation. Construction Manager shall, using experienced personnel, observe the progress of the work. Construction Manager shall notify the District in writing of observations made by Construction Manager of work installed by the Contractor which does not appear to be in conformity with Contract Documents, and, after concurrence by the Architect, shall make recommendations to the District for measures to enforce compliance with the requirements of the Contract Documents.
- 8.5 Based on the schedule prepared by the Contractor, Construction Manager shall assist in preparing a Project Schedule for the Project, providing for the components of the work, including phasing of construction, times of commencement and completion, phasing, and the occupancy requirements of the District.
- 8.6 Construction Manager shall endeavor to obtain satisfactory performance from the Contractor(s). Construction Manager shall recommend courses of action to the District when requirements of the Contract Documents are not being fulfilled. Construction Manager shall monitor the approved estimate of Construction Cost.
- 8.7 Coordination of Technical Inspection and Testing. Construction Manager shall coordinate with the District's Project Inspector all testing required by the Architect or other third parties. All inspection reports will be provided to Construction Manager on a regular basis.
- 8.8 Attend the pre-construction and construction progress meetings.
  - 8.8.1 Pre-Construction Conferences. Upon award of contracts, Construction Manager shall assist, in conjunction with the District and the Architect, in pre-construction orientation conferences for the benefit of the successful Contractor(s) and will serve to orient the Contractor(s) to the various reporting procedures and site rules prior to the commencement of actual construction. Job Site Meetings. Construction Manager shall assist in regular jobsite progress meetings with the Contractor and keep meeting minutes.
- 8.9 Regularly monitor the construction budgets and schedules:
  - 8.9.1 Project Schedule. Construction Manager shall continue to review the Project Schedule.
  - 8.9.2 If requested by the District, Construction Manager shall assist the Contractor in preparing a recovery schedule. This recovery schedule shall reflect the corrective action and extraordinary efforts to be undertaken by the Contractor to recapture lost time. This recovery schedule shall be distributed to the Construction Manager, the District, the Architect and other appropriate parties by the Contractor.

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

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

8.9.3.2 Utilizing the schedules provided by the Contractors, Construction Manager shall update the Project Schedule incorporating the activities of the Contractor on the Project, including activity sequences and durations. The Project Schedule shall include the District's occupancy requirements showing portions of the Project having occupancy priority.

Construction Manager shall update and reissue the Project Schedule as required to show current conditions. If an update indicates that the previously approved Project Schedule may not be met, Construction Manager shall recommend corrective action to the District and Architect.

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

8.9.3.4 Construction Manager shall keep regular meeting minutes.

#### 8.10 Project Inspection Card Process.

The Construction Manager shall establish a procedure to verify that the Architect, Architect's consultants, Project Inspector, Laboratory of Record and Contractor are performing services in compliance with the "Construction Oversight Process Procedure" required by the California Code of Regulations, Title 24 and as further described in DSA's PR 13-01, PR 13-02 and any other related documents and subsequent updates to such documents. As part of the procedure established under this Section, Construction Manager must be able to verify that all verified reports are being submitted to the DSA by the responsible parties in a timely manner. As part of the monthly reporting process, Construction Manager shall notify the District when the Architect, Architect's consultants, Project Inspector, Laboratory of Record or Contractor have failed to comply with the Construction Oversight Process Procedure and must inform the District of the impact such failure will have upon the Project and the Project Schedule.

8.10.1 The Construction Manager shall review the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103) for the Project prior to the commencement of any work on the Project in order to become familiar with the all testing and inspections that are required for the completion of the Project.

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

8.10.3 The Construction Manager shall coordinate with the Contractor to ensure timely requests for inspections are made and that the requirements related to the DSA's Inspection Card Process and Form DSA 152 are being met for the Project. The Construction Manager shall notify the District, in writing, when delays or impacts to the Project Schedule are being caused by a party not complying with DSA's Inspection Card requirements and Form DSA 152.

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

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

#### 8.11 Assist in the resolution of Requests for Information:

- 8.11.1 Throughout the Construction Phase, Construction Manager shall review communications related to Contractor's Requests for Information and shall seek resolution for the appropriate party, providing for timely forwarding of such information to the Contractor.
- 8.11.2 Construction Manager shall transmit to the Architect requests for interpretations of the meaning and intent of the plans and specifications, and assist in the resolution of questions that may arise.

- 8.12 Review and recommend, in conjunction with the Architect, any necessary or desirable changes to any contract documents and submit same to the District:
  - 8.12.1 Change Order Requests/ Proposals. Construction Manager shall evaluate Contractors' change order requests/ proposals and make a formal recommendation to the District regarding acceptance of the proposals for change orders.
  - 8.12.2 Change Order Reports. Construction Manager shall prepare and distribute change order reports, on a monthly basis, throughout the Construction Phase. These reports shall provide information pertaining to proposed and executed change orders and their effect upon the contract price as of the date of the report.
    - 8.12.2.1 Construction Manager shall review requests for changes, assist in negotiating Contractors proposals for changes in cost and/or time, submit recommendations to the Architect and the District and, if they are accepted, review change orders and Construction Change Documents prepared by the Architect which incorporate the Architect's modifications to the Construction Documents.
    - 8.12.2.2 Construction Manager shall assist the Architect in the review and, evaluation of claims and make recommendations to the District regarding settlement of claims and assist the District in mitigating claims.
- 8.13 Construction Manager shall receive, review for proper limits of coverage and existence of insurance coverage and make recommendations regarding certificates of insurance and any required bonds from the contractors and forward them to the District with a copy to the Architect.
- 8.14 Review and approve Contractors' certificates for payment in conjunction with the Architect and Project Inspector.
  - 8.14.1 Construction Manager shall review and make recommendations pertaining to monthly payments to the Contractor. This activity will be an integral part of the monthly progress report updates.

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

- 8.15 Maintain a copy set of Contract Documents, plans, specifications, addenda, contracts, change orders, shop drawings/submittals, correspondence, and other records, as required.
- 8.16 If requested, review certified payroll records submitted for the Project. Construction Manager shall also assist the District or its consultant in initiating and enforcing the District's Labor Compliance Program (if applicable), or assisting the District with complying with the Department of Industrial Relations' Compliance Monitoring Unit requirements.
- 8.17 Ensure that any applicable storm water pollution prevention plan requirements for the Project are incorporated into the Contract Documents and monitor compliance and maintenance by the Contractor.
- 8.18 If required by the Contract Documents, the Construction Manager shall confirm all waivers and releases are provided by the Contractor and all subcontractors before progress payments and final payment is made to the Contractor.

- 8.19 Assist in closeout, including preparation and supervision of and coordination with Architect on punch lists and evaluation of the proper time (in conjunction with Architect's opinion) for recording of a Notice of Completion:
  - 8.19.1 Construction Manager, in conjunction with the Architect and the Inspector shall, upon Substantial Completion of the Project, assist the Architect and the District in the production of a punch list of required corrections. At the conclusion of all corrective action for all punch list items, Construction Manager shall make a final comprehensive review of the Project and will report the results of that review to the District. Construction Manager's report will indicate whether Construction Manager, the Architect, and the Project Inspector find the work performed acceptable under the Contract Documents and the relevant Project data, and will make recommendations as to final payment and the notice of completion to the Contractor.
  - 8.19.2 Following Substantial Completion of the Project or a designated portion thereof, the Construction Manager shall evaluate the completion of the work of the Contractors and make recommendations to the Architect as to when the District may record a Notice of Completion. The Construction Manager shall assist the Architect in conducting final inspections, preparing punchlist items and confirming punch-list items are completed.

#### 8.20 Close Out and Miscellaneous Provisions

- 8.20.1 Construction Manager shall perform coordination and expediting functions in connection with the Architect's and Contractor's obligation to provide "as-built" documents. Construction Manager shall confirm the Contractor is updating all required as-built document during construction and make recommendations to the Architect and District for withholding of progress payments for failure to update the as-built documents. The Construction Manager shall assist the Architect in compiling all necessary as-built documents and incorporating them into one comprehensive set of record documents for the Project in a format acceptable and approved by the District.
- 8.20.2 Construction Manager shall assist the District in the delivery, storage, protection and security of District-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Project.
- 8.20.3 With the Architect and the District's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment.
- 8.20.4 Construction Manager shall secure and transmit to the Architect warranties and similar submittals required by the Contract Documents for delivery to the District and deliver all keys, manuals, record drawings and maintenance stocks to the District. Construction Manager shall make recommendations for withholding or deducting payments from the Contractor for not complying with the close-out requirements and assisting the Architect in determining a reasonable value for all incomplete close-out items.
- 8.20.5 Construction Manager shall assist the Architect in compiling all documents and information necessary to obtain DSA close-out certification of the Project. Construction Manager shall notify the District in writing of any missing information or documents that will prevent obtaining DSA certification.
- 8.20.6 Construction Manager shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Non-Compliance or similar notice(s) issued by the Architect, or any inspector, special inspector, testing laboratory or governmental agency, is fully corrected and closed before

the architect issues any final punch-list to the Contractor. The Construction Manager shall verify that all applicable inspectors, special inspectors, and/or engineers on the Project have visually verified that each defective, deficient and/or incomplete item of work referenced in the Notice(s) of Non-Compliance have been rectified and are closed prior to the issuance of the Architect's final punch-list to the Contractor.

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

#### 9. <u>FEE</u>

- 9.1 The not to exceed fee for providing the described in this Agreement and Exhibits, exclusive of General Conditions, shall be Three Hundred Twelve Thousand and Nine Hundred Fifty-Two Dollars (\$312,952) including additional services allowance and shall be paid regularly on a monthly basis based on the actual percentage of completion of the Project. Any adjustments related to the payment of fees for Construction Manager Services shall be made through a written Addendum to this Agreement approved by both parties. 9.2 The Construction Manager shall invoice all fees for Construction Manager's services set forth in the Agreement and the attached Exhibits on a monthly basis during the duration of the construction work. All invoices for Construction Manager Services shall be based upon actual work or services completed by the Construction Manager and shall be supported by proper documentation. The District shall make payments to the Construction Manager within thirty (30) days of receipt of the appropriate and approved invoice from the Construction Manager.
- 9.3 In the event State funding limitations or District budgetary re-alignments should result in a reduction in the scope of work to be constructed for the Project, and in the event such reduction reasonably results in a reduction of the overall duration of the Construction Manager's service, a reduction of the specified fee shall be made accordingly.
- 9.4 See Exhibit "B" for payment of General Conditions for the Project.

#### 10. CLARIFICATIONS

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

# **EXHIBIT "B"**

#### **GENERAL CONDITIONS & FIELD PERSONNEL**

CONSTRUCTION MANAGEMENT AGREEMENT

Between

RIVERSDIE COMMUNITY COLLEGE DISTRICT

and

Dated: XX, 20XX

LEFT INTENTIONALLY BLANK – THIS EXHIBIT IS NOT APPLICABLE FOR THIS CONTRACT

# **EXHIBIT "C"**

#### FEE PROPOSAL AND PROJECT SCHEDULE

SEE ATTACHED KITCHELL/CEM, INC. FEE PROPOSAL FOR THE PROJECT

Client: Riverside Community College District

<u>Project:</u> Anatomy Classroom & Organic Chemistry Lab at Moreno Valley College and Throwing Sports Facility at Riverside City College

Version / Date: V1 February 17, 2025



			PROJEC	T SCHEDULE							
			С	ONSTRUCTION							
				2025				Harrie	Bill Rate Hours Fee		
	Mar.	Apr.	May	June	July	Aug.	Sept.	Hours	2025		ree
			OVERALL STAFF	ING PLAN AND FE	E						
Moreno Valley College											
Project Executive - Jeremy Judd			Inclu	ıded, As Required							Included
Project Director - Daniel Rodriguez	4	4	4	4	4	4	4	28	\$	222 \$	6,216.00
Construction Manager - David Shire	72	176	168	160	176	160	80	992	\$	191 \$	189,472.00
									TOTAL MVC	\$	195,688
Riverside City College											
Project Executive - Jeremy Judd		Included, As Required								Included	
Project Director - Daniel Rodriguez	0	0	48	48	48	48	4	196	\$	222 \$	43,512
Construction Manager - David Shire	0	0	8	8	8	8	40	72	\$	191 \$	13,752
									TOTAL RCC	\$	57,264
Totals									PROJECT TOTAL		
Project Executive - Jeremy Judd			Inclu	uded, As Required							Included
Project Director - Daniel Rodriguez	\$ 888.00	\$ 888.00	\$ 11,544.00	\$ 11,544.00	\$ 11,544.00	\$ 11,544.00	\$ 1,776.00	224		\$	49,728
Construction Manager - David Shire	\$ 13,752.00	\$ 33,616.00	\$ 33,616.00	\$ 32,088.00	\$ 35,144.00	\$ 32,088.00	\$ 22,920.00	1064		\$	203,224
									PROJECT TOTAL	\$	252,952

#### PROJECT FEE

<b>Construction Management Fee</b>	
A. MVC Anatomy Class and Organic Chemistry Lab	\$ 195,688
District Allowance	\$ 40,000
TOTAL FEE	\$ 235,688
•	
B. RCC Throwing Sports Facility Renovation	\$ 57,264
District Allowance	\$ 20,000
TOTAL FEE	\$ 77,264

TOTAL \$ 312,952

# **Board of Trustees Regular/Committee Meeting (V.A)**

Meeting April 1, 2025

Agenda Item Other Items (V.A)

Subject Other Items - Resolution No. 80-24/25 Authorizing the General

Contractors Prequalification Package for the Norco College Center for

Human Performance & Kinesiology Project

College/District Norco College

Funding Measure CC Allocation and State Capital Outlay Funding Allocation

Recommended Action Recommend approving Resolution No. 80-24/25 for the General

Contractors Prequalification Package for the Norco College Center for

Human Performance & Kinesiology Project.

#### **Background Narrative:**

On August 17, 2021, the Board of Trustees approved the state allocated budget of \$2,702,000 for the design phase, including preliminary planning and working drawings, of the Center for Human Performance & Kinesiology Project at Norco College.

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

To enhance the quality of work and contractor performance on projects, prequalifying contractors based on specific criteria is a recommended best practice. This process helps establish a pool of qualified general contractors, ensuring that only those who meet the minimum requirements are eligible to submit bid proposals for construction projects. The prequalification process benefits the District in several ways: 1) encourages local contractor attendance and increases local labor participation; 2) assesses contractor's financial capacity to complete the project before the bid process; 3) improves project performance leading to safe and timely completion, and; 4) eliminates contractors with a history of litigation, claims, and performance failures.

To prequalify general contractors, Public Contract Code Section 20651.5 requires the awarding body to adopt a resolution to: 1) use a standardized questionnaire and financial statement in a form specified by the public entity; 2) adopt and apply a uniform system of rating bidders on objective criteria, and; 3) create an appeal procedure for prequalification denials.

It is recommended that the Board of Trustees authorize general contractor's prequalification package Board Resolution No. 80-24/25 for the Norco College Center for Human Performance & Kinesiology Project.

Prepared By: Aaron S. Brown, Vice Chancellor, Business & Financial Services

Hussain Agah, Associate Vice Chancellor, Facilities Planning and Development

Michael Collins, Vice President, Business Services, Norco College

Misty Griffin, Director, Business Services Mehran Mohtasham, Director, Capital Planning, Facilities Planning and Development Bart Doering, Facilities Development Director, Facilities Planning and Development

# **Attachment(s):**

Resolution No. 80-24/25 and PreQualification Packet



# RESOLUTION OF THE BOARD OF TRUSTEES OF THE RIVERSIDE COMMUNITY COLLEGE DISTRICT AUTHORIZING GENERAL CONTRACTORS PREQUALIFICATION PACKAGE FOR THE NORCO COLLEGE CENTER FOR HUMAN PERFORMANCE & KINESIOLOGY PROJECT

#### **RESOLUTION NO. 80-24/25**

WHEREAS, the Riverside Community College District ("District") desires to engage in a public works construction project involving the construction of the Norco College Center for Human Performance & Kinesiology Project; and

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

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

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

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

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

WHEREAS, District staff desires to prequalify prospective bidders for the Norco College Center for Human Performance & Kinesiology Project.

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

- Section 1. The above-listed recitals are incorporated as if fully set forth herein.
- Section 2. The Board of Trustees hereby establishes a prequalification process under Public Contract Code section 20651.5 for the Norco College, Center for Human Performance & Kinesiology Project.
- Section 3. The prequalification program shall utilize the Questionnaire and Uniform System attached hereto as Exhibit "A" and incorporated herein.

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

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

<u>Section 6</u>. This Resolution shall take effect upon adoption by the Board.

PASSED AND ADOPTED this 1st day of April, 2025.

President, Board of Trustee

Riverside Community College District

# **Board of Trustees Regular Meeting (VI.X)**

Meeting April 15, 2025

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

Subject Grants, Contracts and Agreements - General Contractors

Prequalification List for the Norco College Center for Human

Performance & Kinesiology Project

College/District Norco College

Funding Measure CC Allocation and State Capital Outlay Funding

Recommended Action Recommend approving the general contractors pregualification list for

the Norco College Center for Human Performance & Kinesiology

Project, RFQ No. 25-24/25-4.

#### **Background Narrative:**

On April 1, 2025, the Board of Trustees approved Board Resolution Number 80-24/25 authorizing the prequalification of general contractors for the Norco College Center for Human Performance & Kinesiology Project.

The prequalification process establishes a pool of qualified general contractors, ensuring that only those who meet the minimum requirements are eligible to submit bid proposals for construction projects. This process provides several benefits to the District: 1) encourages local contractor attendance and increases local labor participation; 2) assesses contractor's financial capacity to complete the project before the bid process; 3) improves project performance leading to safe and timely completion, and; 4) eliminates contractors with a history of litigation, claims, and performance failures.

The District issued a request for qualification (RFQ No. 25-24/25-4) on February 26, 2025 via public advertisement, seeking general contractors to prequalify for the single construction bid package in connection with the Norco College Center for Human Performance & Kinesiology Project.

The District received five (5) applications in response to the RFQ. The prequalification packets were reviewed for responses to the questionnaires, financial statements, reference checks, and prequalified five (5) general contractors that met the minimum prequalification requirements. The Notice Inviting Bids for construction services will be issued to this prequalified list of general contractors to provide a competitive bid proposal for the project.

It is recommended that the Board of Trustees approve the general contractor prequalification list for the Norco College Center for Human Performance & Kinesiology Project.

Prepared By: Aaron S. Brown, Vice Chancellor, Business and Financial Services

Hussain Agah, Associate Vice Chancellor, Facilities Planning & Development

Michael Collins, Vice President of Business Services, Norco College

Misty Griffin, Director, Business Services

Mehran Mohtasham, Director, Capital Planning, Facilities Planning and

Development

Bart Doering, Facilities Development Director, Facilities Planning and Development

# **Attachment(s):**

CHP & K General Contractors Prequalification List

# **General Contractors Prequalification List**

# Norco College Center for Human Performance & Kinesiology Project

Below is the approved prequalification list of the project General Contractors:

GENERAL CONTRACTOR	CITY	COUNTY	STATE
1. Balfour Beatty Construction, LLC	Riverside	Riverside	CA
2. Clark Construction Group	Corona	Riverside	CA
3. KPRS Construction Services	Brea	Orange	CA
4. PCL Construction Services, Inc.	Irvine	Orange	CA
5. Swinerton Builders	Riverside	Riverside	CA

# FACILTIES PLANNING AND DEVLEOPMENT PROJECT SUMMARY STATUS UDPATES (May 8, 2025)

# Measure C 2004

PROJECT STATUS				
Moreno Valley College (MVC)				
Student Service Welcome Center	The project was substantially completed on April 7, 2025 and is now occupied by college stakeholders.			
Organic Chemistry Lab	This project adds a new organic chemistry lab to the Science & Technology building. The renovation includes: 1) converting Humanities Classroom 323 to Anatomy Laboratory and relocating Anatomy Lab 207 from Science & Technology to Humanities Classroom 323, and 2) converting Science & Technology 207 for a new Organic Chemistry Laboratory. Project was approved by the BOT in December 2024 and will open by Fall 2025.			

# Measure CC 2024

Norco College (NC)				
Center for Human Performance & Kinesiology	This state-funded project, approved in FY 2021–22 pending a local contribution, is now in the procurement phase following the passage of Measure CC. The project is targeting a bid award in June 2025, and start construction in July 2025.			