



**COMPTON COMMUNITY COLLEGE DISTRICT  
REQUEST FOR QUALIFICATIONS AND PROPOSALS (“RFQ/P”)  
CONSTRUCTION MANAGEMENT SERVICES FOR COMBINED PROJECTS (“PROJECTS”)  
RFP NO. CCC-090**

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**COMPTON COMMUNITY COLLEGE DISTRICT  
REQUEST FOR QUALIFICATIONS AND PROPOSALS ("RFP")  
CONSTRUCTION MANAGEMENT SERVICES FOR VARIOUS PROJECTS ("PROJECTS")  
RFP NO. CCC-090**

Compton Community College District ("District") requests that qualified construction management firms ("Respondents") submit responses to this RFP to provide construction management services for design bidding and construction of the Projects described in this RFP.

**1. Introduction.**

1.1. The District. Compton Community College District (District) was established in 1927 as a component of the Compton Union High School District. In 1950, voters approved a bond issue separating the college from the high school district. Construction of the Compton College campus was completed on the present site of Compton College. Classes began on the new Compton College campus in fall 1956. The District geographic service area encompasses approximately 29 square miles, making educational services available to nearly 300,000 residents of Compton, Lynwood, Paramount and Willowbrook, as well as portions of Athens, Bellflower, Carson, Downey, Dominguez, Lakewood, Long Beach and South Gate. Today, about 330 full and part-time faculty teach more than 43 degree programs and 47 certificate programs. Compton College is a welcoming and inclusive community where diverse students are supported to pursue and attain student success. Compton College provides solutions to challenges, utilizes the latest techniques for preparing the workforce and provides clear pathways for completion of programs of study, transition to a university, and securing living-wage employment.

1.2. Projects.

1.2.1. MIS/Math Building Renovation. The total project budget for the renovation of the MIS Building Renovation is \$3,000,000.00. This project includes demo of some existing interior walls and reworking of existing interior space with new walls; new paint, flooring, doors; upgrades to lighting, solar, power and low voltage systems; complete renovation of existing heating, ventilating and air conditioning system; upgrade door hardware/keying to ASSA Abloy; new utility metering; ADA upgrade to existing restroom and anything else necessary to accommodate additional personnel and along with possible relocation of the Print Shop to this building. The area to be remodeled is approximately 7,500 square feet. The original construction of this MIS Building was done as part of the DSA A#03-69120 Math Science Building Project on Compton College campus. The Math Science Building is currently uncertified due to lack of deferred approval for the Math Science Building's curtain walls, metal panel soffit, store front, and observatory dome. The District has met with DSA Los Angeles and received direction that when the plans for the MIS Building renovation are being developed, the District should also provide and submit concurrently with the Math Building Renovation plans, through the Architect, as-built drawings for the deferred approval items still outstanding at the Math Science Building. The District would like to convert the two-story approximately 48,200 square foot Math/Science Building to a Math Building. The DSA-LA office will review those as-built drawings to determine if they are sufficient to approve and certify the original uncertified project. If not, they have indicated that at that time they will determine if they are willing to separate the MIS Building portion of the work out of the original A number for provisional certification. CM services for the MIS Building Renovation will include services relating to securing DSA acceptance of the Math Science Building, deferred approval items, and/or separation of the MIS Building Renovations from the balance of the Math Science Building. The total project budget for the renovation to a Math Building is \$12,113,136.00. Scope of work includes any

remedial work required by DSA if not certified through as-built drawings for deferred submittal items outstanding on DSA A#03-69120, remodel of old Cosmetology buildings located in Tartar Village to convert into science labs during construction; including Math Science Building demo of some existing interior walls and reworking of existing interior space with new walls; new paint, ceilings, flooring, doors, windows; upgrade door hardware/keying to ASSA Abloy; upgrade lighting, solar, power and low voltage systems; complete renovation/update of existing heating and air conditioning system; replacement of existing storefront and exterior doors, new utility metering, ADA upgrade to existing restrooms and new cabinets and counters. tBP/Architecture has been selected as the Architect for these projects.

- 1.2.2. Vocational Technology Building Renovation (Vo-Tech). The overall total project budget for the renovation of the 72,500 square foot Vo-Tech Building is \$16,815,727.00. Scope of work includes any remedial work required by DSA if not certified through as-built drawings for deferred submittal items outstanding on DSA A #03-61817. The scope of work for this project also includes relocation of the existing Cosmetology program from its current location in Tartar Village into the Vo-Tech Building; expansion of the space for the HVAC program; demo of some existing interior walls and reworking of existing interior space with new walls; new paint, ceilings, flooring, doors, windows; upgrade door hardware/keying to ASSA Abloy; upgrade lighting, solar, power and low voltage systems; new utility metering; complete renovation of existing heating and air conditioning system; addition of a Whisper room; ADA upgrade to existing restrooms; roofing repair/replacement; and replacement of existing storefront, and exterior doors and skylight in atrium area. The District has retained tBP/Architecture for this Project and the Design Documents are currently at approximately 50% completed design development documents.
- 1.2.3. Abel Sykes Child Development Center Renovation (Building T). The overall total project budget for the renovation of the 10,547 square foot Abel Sykes CDC Building is \$5,000,000.00. Scope of work includes new paint, ceilings, flooring, doors, windows; upgrade door hardware/keying to ASSA Abloy; upgrade lighting, solar, power and low voltage systems; complete upgrade of existing heating and air conditioning system; new utility metering; roofing and ADA upgrade to existing restrooms. tBP/Architecture has been selected as the Architect for this project.
- 1.2.4. New Urgent Care/Community Health Clinic. The overall total project budget for the approximately 9,000 square foot New Urgent Care/Community Health Clinic is \$14,580,000.00. The Urgent Care/Community Health Clinic at Compton College aims to provide accessible and comprehensive healthcare services to both students and the surrounding community. Located on the Compton College campus in parking lot A, it will offer primary medical care, dental care, behavioral health services, and urgent care, ensuring residents in the District's geographic service area, including Compton, Lynwood, Paramount, and Willowbrook, have access to essential health services. This project will have the latest efficiency measures and utility metering. This facility will address health disparities by offering culturally competent care and supporting student well-being and academic success, regardless of their insurance status or ability to pay. This project would include relocating St. Johns to this new clinic once completed and demobilizing the existing clinic. It would be a vital healthcare resource, fostering a healthier and more resilient community. Work has not started on this project.

## **2. RFQ/P Procedures and Instructions.**

- 2.1 Obtaining RFQ/P From District. The RFQ/P may only be obtained from the District website (see link below). Small, women- owned, disabled veterans and minority-owned firms are

encouraged to submit responses to this RFQ/P.

<https://www.compton.edu/district/administrative-business-services/bid-proposal-requests.aspx>

- 2.2 District Representative. The District Representative relating to this RFQ/P is Dr. Linda Owens Jackson, Chief Facilities Officer.
- 2.3 District Modifications to RFP. The District expressly reserves the right to modify any portion of this RFP prior to the latest date/time for submission of RFP Responses, including without limitation, the cancellation of this RFQ/P.
- 2.4 RFQ/P Addenda. Modifications, if any, to the RFQ/P will be in writing and in the form of Addenda to the RFQ/P. Addenda issued by the District will not be distributed to Respondents. Addenda will only be posted to the District's website (link above in paragraph 2.1). ***Respondents are responsible for regularly reviewing the District's website for Addenda to this RFQ/P. Respondents must acknowledge receipt of all Addenda issued by the District in their respective RFQ/P Responses. Failure of a Respondent to acknowledge receipt of all Addenda issued by the District will result in rejection of a RFQ/P Response for non-responsiveness.***
- 2.5 No Oral Clarifications/Modifications. The District will not provide any oral clarifications or modifications to the RFP or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFP. No Respondent shall rely on any oral clarification or modification to the RFP.
- 2.6 Errors/Discrepancies/Clarifications to RFP. If a Respondent: (i) encounters errors or discrepancies in this RFP or portions hereof; or (ii) seeks clarification of any portion of the RFP, the Respondent shall immediately notify the District Representative via email. Responses of the District to the notice of any errors or discrepancies herein, or a clarification will be in writing via Addenda per paragraph 2.4 above. All requests for clarification of this RFP must be submitted via email and actually received by the District Representative prior to the latest date/time for submitting RFP clarification requests as set forth in this RFP. The District will not respond to clarification requests submitted thereafter.
- 2.7 Public Records. Except for materials specifically marked as Trade Secrets (as defined in California Civil Code §3426.1) and materials specifically marked "Confidential" or "Proprietary," all materials submitted in response to this RFP are deemed property of the District and public records upon submission to the District. The foregoing notwithstanding, the District may reject for non-responsiveness the RFP Response of a Respondent who indiscriminately notes that its RFP Response or portions thereof are "Trade Secret" "Confidential" or "Proprietary" and exempt from disclosure as a public record. The District is not liable or responsible for the disclosure of RFP Responses, or portions thereof, deemed to be public records, including those exempt from disclosure if disclosure is by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a RFP Response deemed exempt from disclosure hereunder, by submitting a response to this RFP, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

- 2.8 Proposals. Proposals shall remain firm for one hundred twenty (120) days after the date of the District's opening of RFP Responses. If the District's Board of Trustees has not taken action to award the Construction Management Services Agreement prior to expiration of the one hundred twenty (120) days that pricing proposals are to remain firm, the District may, in the sole and exclusive discretion request that Respondents hold their respective pricing proposals firm for an additional maximum one hundred twenty (120) day period. In such event, only those Respondents who affirmatively and unequivocally commit in writing to holding firm their respective pricing proposals will be further considered for award of the Construction Management Services Agreement. The RFP Response of Respondents who do not so affirmatively and unequivocally commit in writing to hold firm pricing proposals will be thereupon be deemed non-responsive and not further considered.
- 2.9 Best and Final Offers. The District reserves the right, after the opening of RFP Responses to request all or some of the Respondents to submit "Best and Final Offers" ("BAFO"). The RFP Response of a Respondent who has been requested by the District to submit a BAFO, but fails or refuses submit the BAFO in accordance with the District's request will be rejected for non-responsiveness.
- 2.10 District Negotiations. The District reserves the right to engage in (whether or not the District elects to engage in the BAFO process) negotiations with one or more Respondents regarding pricing, contract terms or other aspects of the requirements of the Construction Management Services Agreement.
- 2.11 RFP Response Costs. All costs and expenses incurred by a Respondent to prepare and submit a response to this RFP and all other related activities shall be borne solely and exclusively by the Respondent.

**3. Construction Management Services Agreement.** Incorporated as Attachment 1 to this RFP is a form of Agreement for Construction Management Services ("Construction Management Services Agreement") which the District anticipates executing with the successful Respondent(s) selected through this RFP. All Respondents must thoroughly review the Construction Management Agreement and indicate in Tab 5 of the RFP Response acceptance of the entirety of the Construction Management Services Agreement or the portions of the Construction Management Services Agreement for which modifications are proposed by a Respondent. If a Respondent proposes modifications to the Construction Management Services Agreement, the District will not consider any such proposed modifications unless the Respondent sets forth in its RFP Response the entirety of the text of the proposed modification. If a Respondent does not identify proposed modifications to the Construction Management Services Agreement in the Respondent's RFP Response and such Respondent is awarded the Construction Management Services Agreement, the Respondent is deemed to have accepted the entirety of the Construction Management Services Agreement and shall execute the Construction Management Services Agreement in the form attached hereto.

#### **4. RFP Response.**

- 4.1. RFP Activities; Timeline. The following is a description of the principal activities to be completed under this RFP and the date for anticipated completion of each activity. The following notwithstanding, the District expressly reserves the right to amend the extent, nature or scope of RFP activities and/or the time for completing RFP activities.

RFP Activity				Date
RFP Issuance				Friday, May 23, 2025
Latest	Date/Time	for	RFP	4:00 PM; Monday, June 9, 2025
Questions/Clarifications				



Latest Date/Time for RFP Response Submittal	2:00 PM; Monday, June 23, 2025
Short List Interviews	Tentatively between August 4, 2025 – August 7, 2025
Board of Trustees Award of Construction Management Services Agreement	Monday, September 8, 2025

#### 4.2. Submission of RFP Response.

4.2.1. Latest Date/Time for Submission of RFP Response. **The latest date/time for submission of RFP Responses is set forth in the RFP.** RFP Responses which are not actually submitted to and received by the District at or prior to the latest date/time for submission of RFP Responses will be rejected by the District for non-responsiveness. Respondents are solely responsible for the timely submission of RFP Responses.

4.2.2. Location for Submission of RFP Response. RFP Responses shall be submitted to:

Compton Community College District  
Compton College Administration Building  
**Administrative Services, Room 110**  
1111 East Artesia Boulevard  
Compton, California 90221  
Attn: Roy Patterson

4.2.3. Delivery to Administration Building. **RFQ/P Responses which are not actually received in the District's Administration Building, Administrative Services, Room 110 at or prior to the latest date/time for submission of RFQ/P Responses will be rejected by the District for non-responsiveness.** Respondents are solely responsible for the timely submission of RFQ/P Responses. Respondents are advised that the District utilizes a centralized mailroom for the receipt of items transmitted by United States Mail and private courier services, including FedEx, California Overnight, DHL, etc. Items received in the District's central mailroom will be distributed to the addressee(s) only as part of the mailroom's daily delivery routine. **A response to this RFQ/P which is received in the District's central mailroom will not be deemed received at the District's Administration Building, Administrative Services, Room 110 until delivery of such item is effectuated by the central mailroom staff to the District's Administrative Services, Room 110. Accordingly, Respondents are encouraged to personally deliver RFQ/P Responses directly to the District's Administrative Services, Room 110 or to retain a private courier service to personally deliver RFQ/P Responses to the District's Administration Building, Administrative Services, Room 110.**

#### 4.3. RFP Submission Format.

4.3.1. RFP Response. All materials submitted in response to this RFP shall be on 8 ½" x 11" paper, preferably in portrait orientation. All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Tabbed dividers should be used to identify and separate discrete sections of the RFP Response which correspond to the information requested in Paragraph 4.4 below.

4.3.2. Additional Materials. Respondents are not prohibited, but are discouraged, from submitting materials in addition to those specifically responding to the matters noted in Paragraph 4.4 below. If a Respondent elects to submit materials with its RFP Response which are in addition to the matters described in Paragraph 4.4 below, the Respondent shall separately bind all such additional materials separately from the RFP Response addressing the matters set forth in Paragraph 4.4 below.



4.3.3. Copies of RFP Response. Each Respondent shall submit: (i) original RFP Response; (ii) three (3) copies of the RFP Response; and (iii) memory stick/external hard drive with electronic/digital files of the RFP Response.

4.4. RFP Contents. Each RFP Response must conform to the following described format and must include the content described below. Failure of a Respondent to submit its RFP Response in a format and with content conforming to the following requirements will be a basis for the District's rejection of such RFP Response for non-responsiveness.

4.4.1. Cover Sheet. Identify the submittal as the Response to this RFP and an identification of the firm submitting the RFP Response along with the firm's address, telephone/fax numbers and email addresses of the firm's principal contacts in connection with this RFP or the RFP Response.

4.4.2. Letter of Interest. Include a brief letter expressing the interest of the Respondent in providing the construction management services for the Project contemplated by this RFP and the Construction Management Services Agreement along with a brief statement of the qualifications of the Respondent to provide the construction management services for the Project. Provide contact information, including the telephone number, fax number and email address for the personnel of the Respondent who will be receiving notices and other communications from the District regarding the RFP. The letter of interest should be bound with other materials responding to this RFP.

4.4.3. Table of Contents. Include a Table of Contents reflecting the Respondent's responses to each of the items set forth below.

4.4.4. Tab 1; Statement of Qualifications. Complete the Qualifications Statement incorporated into this RFP as Attachment 2 for the Respondent. Failure to complete the entire Qualifications Statement or failure to provide all information requested by the Qualifications Statement shall be a basis for rejecting the RFP Response for non-responsiveness.

4.4.5. Tab 2; Relevant Experience. Provide details of the skills, experience and expertise of the Respondent and the Respondent's Personnel to provide the construction management services for the Project. Include in the discussion of Relevant Experience, the experience, knowledge and skills of the Respondent and its proposed personnel relating to: (i) California community college facilities construction; (ii) managing simultaneous development of Design Documents for multiple projects and/or construction of multiple projects; (iii) compliance with DSA requirements; and (iv) health care facilities.

4.4.6. Tab 3; Proposed Project Team. Identify the key members of the Respondents' staff that will be assigned to complete construction management services. Include personnel that will be assigned the following tasks:

- (i) management and oversight design professional services for the Projects, completion of Constructability Reviews;
- (ii) (ii) preparation of estimates;
- (iii) construction schedule review and analysis;
- (iv) coordination and oversight of the relocation of building occupants to suitable alternative facilities pending completion of construction of a Project
- (v) construction contract administration, construction management, including processing of RFIs, submittals, change orders, change order requests and progress payment applications.

Include resumes for the proposed personnel of the Respondent in Tab 5. Include an organization chart illustrating the relationships: (i) among the Respondent's proposed Project Team; and (ii) between the proposed Project Team and the District.

- 4.4.7. Tab 4; Insurance Certificates. Provide copies of Certificates of Insurance for the Respondent confirming the minimum coverage limits for each policy of insurance as set forth below.

Required Insurance Policy Certificate	Minimum Coverage Limits
Workers Compensation	In accordance with law
Employers Liability	One Million Dollars (\$1,000,000)
Comprehensive General Liability (including property damage and automobile liability)	One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) in the aggregate
Professional Liability	Two Million Dollars (\$2,000,000) per claim/Four Million Dollars (\$4,000,000) in the aggregate

- 4.4.8. Tab 5; Proposal. The completed and executed form of Proposal Included with this RFP as Attachment 3.

- 4.4.8.1. Proposed Pricing. The Proposal must include separate proposed pricing for each Project subject to this RFP.
- 4.4.8.2. Construction Management Services Agreement. Respondents must thoroughly review the Construction Management Services Agreement incorporated into this RFP and must in their respective RFP responses identify any term or condition of the Construction Management Services Agreement which the Respondent requests modification, by amendment to existing provisions, addition of additional provisions or deletion of existing provisions. Where any requested modification consists of amendments to existing provisions or additional provisions, the response to this RFP must set forth the text of the requested amendment or addition. Any Respondent whose RFP Response does not identify modifications to terms or conditions of the Construction Management Services Agreement will be deemed to have agreed to all terms and conditions set forth therein; if awarded the Construction Management Services Agreement, such Respondent must execute the Construction Management Services Agreement in the form and content attached hereto subject only to elements of such Respondent's RFP Response accepted by the District.
- 4.4.8.3. Addenda. Respondents must acknowledge receipt of all Addenda issued by the District to this RFP. Failure to acknowledge all Addenda in the form of Proposal may result in rejection of the Respondent's Proposal for non-responsiveness.

## **5. Evaluation of RFP Responses and Award of Construction Management Services Agreement.**

- 5.1. Selection Committee. The District has established a Selection Committee consisting of District employees to review and evaluate RFP Responses. Timely submitted RFP Responses will be independently reviewed by each member of the Selection Committee. A Response to the RFP which does not comply with the requirements of this RFP will be subject to rejection for non-responsiveness. The foregoing notwithstanding, the District may minor irregularities or informalities in a RFP Response



- 5.2. Evaluation Criteria. The following set forth the criteria by which each RFP Response will be evaluated and the maximum score of each evaluation criteria are set forth below:

Criteria	Maximum Score
<b>Relevant Experience and Ability</b> The Respondent and its proposed personnel will be evaluated based on experience as construction managers for recent projects similar in size, scope, use and complexity as the Projects subject to this RFP.	30 points
<b>Responsiveness to RFP</b> The District will evaluate the Respondent's responsiveness to the requirements of this RFP.	10 points
<b>Client Responsiveness</b> The District will evaluate the prior experience and success of the Respondent and its proposed personnel to establish effective working relationships within the setting of higher education institutions, including the relationships with management, administrative, technical and end-user staff of prior clients, relationships with other project consultants and participants on prior projects.	15 points
<b>Availability</b> The District will evaluate the availability of the Respondent and its proposed personnel to be dedicated to the Projects. This evaluation will include the demonstrated ability and willingness of the Respondent and its proposed personnel to promptly provide and complete services.	15 points
<b>Pricing Proposal</b> The District will evaluate each Respondent's proposed pricing to complete Construction Management Services for each Project and the reasonableness of approach and reasonableness of the proposed pricing to complete Construction Management Services for all Projects subject to this RFP.	30 points
<b>Maximum Score</b>	<b>100 Points</b>

- 5.3. Short List Interviews. The District may elect to conduct Short List Interviews. The Respondents submitting the highest scored RFP Responses based on evaluation criteria set forth above may be invited to participate in a Short List Interview. The foregoing notwithstanding, in the sole discretion of the District, additional Respondents may be invited to participate in the Short-List Interviews. Interviews, if conducted by the selection committee, will generally consist of no more than fifteen (15) minutes for Respondents' presentation, followed by questions posed by the Selection Committee. Total time of each interview will not exceed one (1) hour. If requested by the Selection Committee, any Respondent invited to participate in the Short-List Interview shall have present at the Short List Interview the Respondent's proposed Project Team for the Assigned Projects and any

other personnel the District may request. The order of firms to be interviewed will be selected randomly. Short List interviews will be scored.

- 5.4. Selection Committee Recommendation. The Selection Committee will make a recommendation to the District Board of Trustees for award of the Construction Management Services Agreement to the Respondent submitting the highest scored RFP Response based on the Evaluation Criteria set forth above and the Short List Interview scoring. The foregoing notwithstanding, the Selection Committee may make a recommendation for award of the Construction Management Services Agreement to a Respondent who did not submit the highest scored RFP Response provided that such recommendation is supported by substantiation of the basis for such an award.
- 5.5. Notice of Intent to Award Construction Management Services Agreement. At least five (5) days prior to the date of the District's Board of Trustees meeting to consider award of the Construction Management Services Agreement, the District will issue a Notice of Intent to Award the Construction Management Services Agreement, identifying the Respondent to whom the District intends to award the Construction Management Services Agreement and the date/time/place of the District's Board of Trustees meeting at which award of the Construction Management Services Agreement will be considered.
- 5.6. Bid Protest. Any Respondent submitting a RFP Response to the District may file a protest of the District's intent to award the Construction Management Services Agreement provided that each and all of the following are complied with: (i) the bid protest is in writing; (ii) the bid protest is filed and received by the District's Chief Facilities Officer at [lowens@compton.edu](mailto:lowens@compton.edu) not more than three (3) calendar days following the date of issuance of the District's Notice of Intent to Award the Construction Management Services Agreement; and (iii) the written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence. Any bid protest not conforming with the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District's Chief Facilities Officer or such individual(s) as may be designated by them, shall review and evaluate the basis of the bid protest. The District's Chief Facilities Officer or other individual designated by them shall provide the Respondent submitting the bid protest with a written statement concurring with or denying the bid protest. Action of the District's Chief Executive Officer is final and not subject to appeal to any other employee or officer of the District or the District's Board of Trustees. The rendition of a written statement by the District's Chief Executive Officer (or his/her designee) addressing disposition of the bid protest is an express condition precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District's intent to award the Construction Management Services Agreement, the District's disposition of any bid protest or the District's decision to reject all RFP Responses. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.
- 5.7. Award of Construction Management Services Agreement(s). Authority to award the Construction Management Services Agreement is vested solely in the District's Board of Trustees. Award of the Construction Management Services Agreement will be considered in an open public meeting of the Board of Trustees conducted in accordance with applicable law.

**[END OF SECTION]**



## AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is entered as of \_\_\_\_\_, 2025 by and between Compton Community College District, a California Community College District ("District") and \_\_\_\_\_ (CM").

WHEREAS, the District issued a Request for Qualifications and Proposals ("RFP") for selection of a construction manager to provide construction management services for the following projects to be constructed at the District's Compton College campus: MIS/Math-Science Buildings Renovation; Vo-Tech Building Renovation; New Urgent Care/Community and Health Clinic; Abel Sykes Child Development Center Renovation (Building T) (the foregoing are collectively referred to herein as the Assigned Projects or singularly as an Assigned Project).

WHEREAS, the CM was selected to complete construction management services for the Assigned Project in accordance with the selection criteria set forth in the RFP;

WHEREAS, the District desires to retain CM to provide and perform construction management and related services in connection the design, bidding and construction of the Assigned Projects in accordance with the terms of this Agreement.

WHEREAS, the CM is a professional project and construction manager, duly qualified and capable of providing the Basic Services described herein in accordance with the terms hereof.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the District and CM agree as follows:

### AGREEMENT

#### 1. BASIC SERVICES; GENERAL

- 1.1. General. CM shall provide Basic Services and authorized Additional Services for each Assigned Project. The CM acknowledges and agrees that notwithstanding this Agreement and the terms hereof: (i) the District shall have the sole, exclusive and unrestricted discretion to obtain project or construction management services from entities or individuals other than the CM for any of the Assigned Projects; (ii) if the District exercises such discretion, the CM shall have no right to provide project or construction management services for such Projects nor shall the CM have any right to any compensation, expenses or other payment relating to such other Bond Projects; and (iii) the District's exercise of such discretion shall not be deemed a default or breach of the District under this Agreement.
- 1.2. Completion of Assigned Project Basic Services. All Basic Services and authorized Additional Services for an Assigned Project shall be performed and completed by employees of the CM. To the extent that the District has established a Project Budget and/or a schedule for completion of the design, bidding and construction of an Assigned Project, the Basic Services of the CM shall include confirmation that the Project Budget and schedule for an Assigned Project are sufficient and reasonable for the Assigned Project. If District Staff need to be relocated as part of the project, the CM shall schedule and assist the District with relocation of staff/faculty/administrators from respective spaces to new spaces. If spaces have to be modified prior to relocation, the CM shall assist with all aspects of the modification.
- 1.3. If in the course of performing Basic Services for an Assigned Project, the CM determines that the Project Budget or schedule established by the District are insufficient for the Assigned Project, the CM shall notify the District Representative of such determination, along with specific recommendations for measures to conform the Project Budget or

Construction	Management	Services;	Various	Projects
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schedule of an Assigned Project with the Project Budget or schedule for the Assigned Project established by the District. The CM's Basic Services shall include the implementation of remedial measures as directed or authorized by the District.

- 1.4. Meetings and Conferences. The CM acknowledges that completing the design, bidding and/or construction of an Assigned Project and the CM's completion of Basic Services for an Assigned Project under this Agreement requires the input or collaboration of a number of parties, including without limitation, the District's personnel, District shared governance committees, end-users, academic and operational departments of the District, the District's Board of Trustees and the community at large. The CM agrees that although not specifically enumerated in this Agreement, the scope of the CM's Basic Services in connection with an Assigned Project shall be its attendance and participation in meetings and conferences with the various parties engaged in an element of the design, bidding or construction of an Assigned Project as requested or directed by the District. The CM's Basic Services for an Assigned Project shall include the CM's taking, transcribing and/or distribution of minutes of such meetings, as directed or authorized by the District.
- 1.5. Relationship of CM to Other Project Participants. CM's services hereunder shall be provided in conjunction with contracts between the District and: (i) the Architect; (ii) the Contractor(s); (iii) the Project Inspector; (iv) Test/Inspection Service Providers; and (v) others providing services in connection with design, bidding and/or construction of an Assigned Project, including without limitation consultants for an Assigned Project who are retained by the District ("District Consultants"). CM agrees to fully cooperate and collaborate with other Project Participants who are retained by the District for an Assigned Project without, however, assuming any liability of or for the acts, omissions, services or work product of such other Project Participants or District Consultants, except as set forth in this Agreement.
- 1.6. CM Project and Construction Management Team. CM will establish a project and construction management team appropriately staffed to perform the Basic Services for each Assigned Project. CM's personnel and the specific roles, authority and responsibility of the CM's personnel are subject to the reasonable approval of the District; if any of the CM's District-approved personnel are removed from an Assigned Project, the District shall have the reasonable right of approval of the CM's replacement personnel. For each Assigned Project, the CM shall designate in writing a Project Manager who shall be reasonably satisfactory to the District and who shall have the overall responsibility for performance of CM's obligations hereunder and be authorized to act on behalf of the CM in discharge of CM's obligations in connection with such an Assigned Project. The CM's Project Manager for an Assigned Project shall be, at all times while providing Basic Services for the Assigned Project, a contractor or architect licensed under California law or an engineer registered under California law. All of the Basic Services for an Assigned Project shall be performed by the CM's Project Manager for the Assigned Project or by other employees of the CM or the CM's Sub-Consultants acting under the direction and control of the CM's Project Manager for the Assigned Project.
- 1.7. Regulatory Agencies. The Basic Services of the CM shall include coordination, management and scheduling of the services of the Architect and District Consultants with the procedures or processes for the issuance of approvals, permits and other authorizations from regulatory agencies relating to the design, bidding or construction of an Assigned Project. The foregoing shall include without limitation, and as applicable to an Assigned Project, the approvals, permits and other authorizations issued by the Division of State Architect ("DSA"), the California Community Colleges Chancellor's Office, State of California Department of Finance, State of California Public Works Board, the City of Compton and/or

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- 1.8. CM Standard of Care. CM shall provide the Basic Services and authorized Additional Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms hereof and applicable law, code, rule or regulation. CM's services hereunder shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption or delay to the orderly progress and timely completion of the design, bidding and construction of an Assigned Project. The CM is liable to the District for all losses, costs, expenses, damages or other liabilities arising out of the failure or refusal of the CM to complete the Basic Services for an Assigned Project in accordance with the foregoing.
- 1.9. Document Management and Controls. The CM is responsible for management and control of document generation, transmission and archiving for each Assigned Project, as more particularly set forth herein. As used herein, "documents" refer to all drafts, copies and originals of Drawings, Specifications, calculations, memos, reports, notes and other materials of a written, graphic or electronic nature which relate in any manner to an Assigned Project or the design, bidding or construction of an Assigned Project.
  - 1.9.1. District Processes and Procedures. The CM's generation, transmission and archival of documents relating to an Assigned Project shall conform to the processes and procedures established by the District or the PM, including modifications thereto implemented from time-to-time by the District or the PM.
  - 1.9.2. Projects Document Management. The District may, in the sole discretion of the District, implement document management and control measures, including web-based document management software for the Bond Projects or a specific Assigned Project. The District will provide the CM and its personnel with access to the District's document management software and training materials, if applicable for use of the document management software. The Basic Services of the CM includes training of CM personnel on the use of the District implemented document management software and the use of such document management software for Projects or an Assigned Project as directed by the District. The CM shall acquire, without adjustment of the Contract Price for an Assigned Project, all necessary equipment to operate and use the District designated document management software for the Bond Projects or an Assigned Project.
- 1.10. District Responsibilities.
  - 1.10.1. Assigned Project Requirements. The District shall provide the CM with the District's requirements for each Assigned Project, including without limitation, Construction Budget, schedule requirements, programmatic objectives and other similar matters ("District Assigned Project Requirements"). The District may from time-to-time modify the District Assigned Project Requirements by written notice to the CM. Compensation due the CM for an Assigned Project is not subject to adjustment unless modifications to District Assigned Project Requirements initially established by the District are materially revised.
  - 1.10.2. District Representative. The District Representative under this Agreement is the District's Vice President, Administrative Services or such District employee may be designated by the Vice President, Administrative Services.
  - 1.10.3. District Consultants. As necessary for completing design or construction of an Assigned Project, the District will contract through District Consultants services

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supporting design or construction of the Assigned Project, including geotechnical/soils reports, surveys, hazardous materials assessments and other similar services. The CM shall: (i) coordinate services of District Consultants with the services of other Project Participants engaged to complete design or construction of an Assigned Project; and (ii) coordinate communications of District Consultants and other Project Participants relating to design or construction of an Assigned Project.

## 2. BASIC SERVICES; DESIGN PHASE

### 2.1. Design Phase Management.

- 2.1.1. General. The Basic Services of the CM during the Design Phases of an Assigned Project includes the CM's scheduling, management and coordination of the services, work product, and other related activities and functions of the Architect, the Architect's Design Consultants and the District Consultants so that: (i) the progress of development and completion of the Design Documents for an Assigned Project conforms to the District's schedule requirements for the Assigned Project; (ii) the Design Documents incorporate and reflect District established requirements for the Assigned Project; and (iii) that the different services and work product of the various participants to the Assigned Project are coordinated and consistent. The foregoing notwithstanding, (i) the CM does not assume liability (except as set forth in this Agreement) for the Design Documents for an Assigned Project prepared by the Architect and the Architect's Design Consultants; and (ii) the scheduling, management and coordination services of the CM includes the scheduling, management and coordination of the Architect and the Design Consultants who are retained directly by the Architect. The CM acknowledges that this Agreement does not set forth in detail all of the activities, actions and other services of the CM necessary to complete and discharge the responsibilities described above. The CM agrees that notwithstanding the absence of detailed descriptions of the activities, actions and other services of the CM, the CM's Basic Services hereunder includes all such activities, actions and services of the CM necessary or appropriate to complete the foregoing described obligations of the CM.
- 2.1.2. Selection and Retention of Architect for Assigned Project. If the District has not selected and retained an Architect for an Assigned Project, as requested or directed by the District, the CM shall: (i) develop documents, and implement, procedures and processes for issuance of requests for proposals/qualifications to potential architectural services firms and their proposed Design Consultants; (ii) review and evaluations of proposals submitted in response to such requests; (iii) participate with the District in interviews of potential architectural services firms for an Assigned Project; and (iv) recommendations to the District for the selection of an Architect for an Assigned Project. As requested by the District, the CM shall assist in the negotiations of terms and conditions as well as preparation of the contract between the District and the Architect for an Assigned Project.
- 2.1.3. Architect Billings. The Basic Services of the CM shall include the CM's review of billing statements submitted to the District by the Architect for an Assigned Project for fees and costs related to the Assigned Project. The CM's review of such billings shall: (i) be completed in a timely manner so that the District can make payment of the undisputed determined to be due on each such billing within the time established by law or by the terms of the contract between the District and Architect for an Assigned Project; (ii) include verification of the amount properly due the Architect;

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and (iii) written recommendation to the District Representative of the amount properly due the Architect on each billing statement. If the CM determines that any portion of an Architect's billing statement reflects fees, expenses or other charges are not due the Architect, the Basic Services of the CM includes the CM's establishment of the basis for such determination and the CM's participation in discussions and other communications with the Architect and/or the District to fully resolve of any claim or dispute arising out of or related to any such determination.

- 2.2. Review of Design Documents; General. The CM, including the CM's Project Manager and Field Superintendent for an Assigned Project shall review the Design Documents prepared by the Architect for the Assigned Project during the Design Documents Phase of an Assigned Project to: (i) obtain a complete understanding of the design intent and scope of the Assigned Project; (ii) verify that the Design Documents reflect conformity to the District's requirements for the Project, including without limitation, budget, schedule and occupancy requirements; and (iii) verify that the progress in completing Design Documents for the Assigned Project conforms to the schedule established for the Assigned Project. If the CM is unable to verify the matters described in (ii) or (iii) above, the CM shall notify the District Representative in writing of such inability and in such written notice, the CM shall set forth the basis for its inability to so verify and recommendations for specific measures to conform the Design Documents to the District's requirements and/or schedule for the Assigned Project. The CM shall implement such measures as directed or authorized by the District. The CM acknowledges that the obligations and responsibilities of the CM hereunder to review Design Documents prepared by the Architect for an Assigned Project: (i) does not set forth specific intervals of the Design Documents development at which the CM must conduct reviews of the Design Documents; and (ii) is on-going throughout the Architect's development of Design Documents for an Assigned Project, until DSA has reviewed the Design Documents and issued a construction permit therefor.

2.3. DSA Reviews/Permitting.

- 2.3.1. General; Design Schedule. The CM shall develop schedules acceptable to the District Representative and the Architect relating to the completion of iterations of the Design Documents for an Assigned Project and the submittal of such Design Documents to DSA for review and issuance of the construction permit for an Assigned Project ("the Design Schedule"). A material obligation of the CM under this Agreement is the management and coordination of the services/work product production of the Architect in a manner so that the Design Schedule for an Assigned Project is complied with by the Architect. If the progression of the development and completion of the Design Documents for an Assigned Project falls behind the Design Schedule, the CM shall identify measures to conform the progress of Design Documents development and completion to the Design Schedule. The CM shall implement such measures as directed or authorized by the District.

- 2.3.2. DSA Reviews. The CM shall review then current DSA rules, regulations and other regulatory materials to determine the extent of alternatives to the traditional development of completed Design Documents for a project followed by submittal to DSA for review and issuance of the Construction Permit, including without limitation, the "collaborative DSA review process" described at Education Code §81133.1. The CM shall make recommendations to the District Representative for engaging in alternative means of DSA review of the Design Documents for an Assigned Project and DSA's issuance of a construction permit for an Assigned Project.

2.4. Value Engineering. The CM's review of the 100% completed design development Design

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Documents for an Assigned Project shall include value engineering and life-cycle cost analysis ("Value Engineer Review"). If, upon completing its Value Engineer Review of the Design Documents, the CM believes that Work of the Assigned Project depicted in the Design Documents, construction processes/procedures, specified materials/equipment or other aspects of the Design Documents can be modified to reduce Construction Costs and/or the time for achieving Final Completion of the Assigned Project and/or to extend life-cycle and/or to reduce maintenance/operations costs, without diminution in the quality of materials/equipment/workmanship, scope or intended purposes of the Assigned Project, the CM shall identify the same in writing ("the Value Engineering Recommendations") for review and acceptance by the District. The CM shall submit the Value Engineering Recommendations to the District Representative for review, consideration and acceptance by the District. The District has the sole and exclusive discretion to accept some, all or none of the CM's Value-Engineering Recommendations. If the District accepts any of the CM's Value Engineering Recommendations, the CM shall review the Design Documents modified by the Architect for confirmation that the District accepted Value Engineering Recommendations are incorporated into the Construction Documents to be issued on behalf of the District for bidding and construction of the Assigned Project. If the CM determines that the Architect has not incorporated into the Design Documents the Value Engineering Recommendations accepted by the District, the CM shall advise the District of measures to ensure that the Construction Documents incorporate the District accepted Value Engineering Recommendations. The CM shall implement such measures to obtain the Architect's compliance as directed or authorized by the District.

- 2.5. Constructability Review. The CM shall conduct Constructability Reviews of the 100% completed design development and the 50% completed construction documents completed the Architect for an Assigned Project to ascertain whether the Assigned Project, as depicted in the Design Documents: (i) accurately and completely reflect the District's use/occupancy and Project Budget objectives for the Assigned Project; and (ii) the Design Documents for the Assigned Project are free of errors, omissions, conflicts, or other deficiencies that are patently observable so that the Contractor(s) can construct the Assigned Project as depicted in the Design Documents without delays, disruptions or additional costs resulting from errors, omissions, conflicts or other deficiencies in the Design Documents ("Constructability Reviews"). It is recognized that the CM's Constructability Reviews are made in its capacity as a construction manager and not as a licensed design professional. The foregoing notwithstanding, the CM's capacity as a construction manager shall not limit, condition modify or other impair/reduce the CM's obligations relating to Constructability Reviews as set forth in this Agreement. The scope of the CM's Constructability Reviews shall include: (i) confirmation that the various components of Design Documents prepared by the Architect and its Design Consultants are coordinated and consistent with each other so as to eliminate conflicts within or between components of the Design Documents; (ii) confirmation that there are no errors, omissions or other deficiencies in the Design Documents except for compliance with code requirements, design or engineering calculations, specified dimensions, and the sufficiency of the Architect's design of building systems including but not limited to roofing, building skin, mechanical, electrical, data, fire alarm and security to perform as intended. The CM's Constructability Reviews do not supersede the responsibility of the Architect to provide correct and coordinated Design Documents for the Assigned Project. The CM shall submit written Constructability Review comments ("Constructability Comments") to the District Representative for review and consideration by the District. The District shall have the sole and exclusive discretion to accept some, all or none of the CM's Constructability Comments. If the District accepts any of the CM's Constructability Comments, the CM shall review the Design Documents modified by the Architect for

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confirmation that the District accepted Constructability Comments are incorporated into the Design Documents issued on behalf of the District for bidding and construction by Contractors. If the CM determines that the Architect has not incorporated into the Design Documents the Constructability Comments accepted by the District, the CM shall advise the District of measures to ensure that the Design Documents issued for bidding by Contractors incorporate the District accepted Constructability Comments. The CM shall implement such measures as directed or authorized by the District.

- 2.6. District Review of Value Engineering Recommendations and Constructability Review Comments. Upon receipt of the CM's Value Engineering Recommendations and the CM's Constructability Comments, the District shall promptly complete review of the same. Upon the District's completion of such reviews, the CM and the District Representative shall meet and confer, as necessary, to determine which of the CM's Value Engineering Recommendations and Constructability Comments are to be incorporated by the Architect into the Design Documents for the Assigned Project.
- 2.7. Construction Budget: Estimate of Construction Costs. The CM shall review the District's Construction Budget for the Assigned Project, review Estimates of Construction Costs prepared by others for each Assigned Project, and/or prepare Estimates of Construction Costs.
- 2.7.1. CM Review and Acceptance of Construction Budget. The Basic Services of the CM for each Assigned Project shall be the CM's review of the District established Construction Budget for the Assigned Project prior to the CM's commencement of any other Basic Services for the Assigned Project. If, based upon such review, the CM accepts the Construction Budget, the CM's Project Manager for the Assigned Project shall notify the District Representative in writing of the CM's acceptance of the Construction Budget. If, based upon such review, the CM believes that the Construction Budget is insufficient to cover the costs to construct the Assigned Project or if the CM believes that the Construction Budget exceeds costs necessary to construct the Assigned Project, the CM's Project Manager for the Assigned Project shall notify the District Representative in writing of such determination, along with recommendations for adjustment of the Construction Budget or modification of requirements of the Assigned Project so that the costs to construct the Assigned Project conforms to the Construction Budget. In such event, the CM's Project Manager shall review the District's modifications of Assigned Project requirements and/or the District's adjustments of the Construction Budget; if acceptable, the CM's Project Manager shall notify the District Representative in writing of the CM's acceptance of the modified Assigned Project and/or Construction Budget. The process for the District's modification of the Assigned Project and/or the Construction Budget shall continue until the CM accepts the District's Construction Budget and the Assigned Project requirements. Upon the CM's acceptance of the Construction Budget and the Assigned Project requirements, the Basic Services of the CM and the CM's obligations hereunder include without limitation, using the CM's best efforts to ensure that design, bidding and construction of an Assigned Project are completed in conformity to the Construction Budget and Assigned Project requirements.
- 2.7.2. CM Estimate. The CM shall prepare and submit to the District Representative the CM's Estimate(s) of Construction Costs for the Assigned Project at the following intervals: 100% completed schematic design documents, 100% completed design development documents and 50% completed construction documents. Upon DSA approval of the Design Documents of an Assigned Project for construction, the CM

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shall prepare and submit to the District a Final Estimate of Construction Costs based upon the DSA approved Design Documents. All of the CM's Estimates of Construction Costs shall: (i) be in the format with such detailed breakdown of estimated costs for construction of the Assigned Project as directed by the District Representative; (ii) be organized by the standard specifications sections established by the Construction Specifications Institute; and (iii) be based upon the then current market conditions for labor, materials and equipment in the locality of the Assigned Project necessary to complete construction of the Assigned Project in accordance with the Design Documents. If the CM's Final Estimate of Construction Costs for an Assigned Project exceeds the Construction Budget established by the District for the Assigned Project by five percent (5%) or greater, the CM shall make recommendations to the District, for measures to reduce the Estimate of Construction Costs to conform with the Construction Budget for the Assigned Project. If the CM's Final Estimate of Construction Costs for an Assigned Project is less than the Construction Budget for the Assigned Project by five percent (5%) or more, the CM shall make recommendations to the District for items to incorporate into the Assigned Project to conform the CM's Estimate of Construction Costs with the Construction Budget for the Assigned Project.

- 2.8. Labor/Materials Marketplace Survey. If requested by the District for an Assigned Project, the CM shall survey the existing labor and materials marketplace conditions in the locality of the Assigned Project to ascertain the availability of suitable labor and materials necessary to complete Project construction within the time established by the District. The CM shall provide the District Representative with a written evaluation of the extent of available and suitable labor/materials to complete construction of the Assigned Project within the District's Construction Budget and time objectives for an Assigned Project and whether in the CM's opinion the CM anticipates that the extent of available and suitable labor/materials will adversely impact the costs/time for completing construction of the Assigned Project. If the CM concludes that the extent of available and suitable labor/materials may have an adverse impact on costs/time for completing construction of the Assigned Project, the CM's written evaluation shall include recommendations for measures to mitigate or eliminate such potential adverse impacts to costs/time. The CM shall implement such measures as directed or authorized by the District.
- 2.9. Bidding and Construction Strategy. At or about the time that the Architect for an Assigned Project achieves fifty percent (50%) completion of the construction documents for an Assigned Project, the CM shall meet and confer with the District Representative and/or the PM to develop an overall strategy for bidding and constructing the Assigned Project, taking into account factors affecting time and/or costs for completing construction of the Assigned Project. The CM shall conduct such interviews and participate in meetings and conferences with the Architect, District staff and others as necessary to develop a bidding and construction strategy for the Assigned Project consistent with the foregoing objectives. The CM shall submit its written bidding/construction strategy for the Assigned Project to the District Representative for review and acceptance by the District. The CM shall modify its written bidding/construction strategy for the Assigned Project as necessary to obtain the District's acceptance thereafter. The CM shall implement the bidding/construction strategy accepted by the District Representative for an Assigned Project.

### **3. BASIC SERVICES; BIDDING PHASE**

- 3.1. Review and Assembly of Bid Documents. The CM shall review the District's standard forms of bid and contract documents to prepare Bid and Contract Documents for each Assigned

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Project. The CM shall revise the District's standard form of bid and contract documents to incorporate specific needs or requirements of the Assigned Project and submit the same to the District for review and acceptance. The CM shall modify the bid and/or contract documents for an Assigned Project as necessary to obtain the District's acceptance of the entirety of the bid and contract documents for an Assigned Project.

- 3.2. Authority to Bid. The CM shall review approvals theretofore obtained by or on behalf of the District relating to authority of the District to engage in bidding the Assigned Project for construction. The CM shall confirm to the District the authority of the District to engage in the bidding process for construction of the Assigned Project; if there are limitations to the District's authority to bid the Assigned Project the CM shall advise the District of the same and assist the District in removing such limitations.
- 3.3. Advertisements. The CM shall assist the District in development of the Notice to Contractors, advertisement of the Assigned Project bidding, issuance of the Notice to Contractors and placement of the bidding advertisement will be completed by the District. The CM shall also make recommendations and provide assistance to the District Representative for placement of notices and issuance of other communications for the purpose of publicizing the availability of the Assigned Project for bidding by Contractors. The CM shall assist the District in placing such notices and issuing communications for such purposes.
- 3.4. Contractor Pre-Qualification. The CM shall make recommendations to the District relative to pre-qualification of potential bidders for construction of an Assigned Project. If the District elects to engage in the pre-qualification process for an Assigned Project, the CM shall assist the District in: (i) development of pre-qualification criteria and the pre-qualification application; (ii) development and placement of an advertisement in a newspaper of general circulation in Los Angeles County of the availability of pre-qualification applications; (iii) develop and implement a program to inform potential bidders for the Assigned Project of the pre-qualification process and to encourage potential Contractors to engage in the pre-qualification process; (iv) review and evaluate responses to the pre-qualification application; and (v) recommendations to the District for selection of the Contractors deemed qualified to submit Bid Proposals for the Assigned Project.
- 3.5. Dissemination of Bid Documents to Contractors. Basic Services of the CM include dissemination of bid documents, contract documents and addenda to prospective bidders for an Assigned Project in accordance with the District's bidding procedures.
- 3.6. Contractors' Campaign. The CM shall, by all appropriate means of communication, advise Contractors of the availability of the Assigned Project for bidding. The CM shall endeavor to maximize the participation of qualified Contractors whose principal place of business is situated in Los Angeles County. The CM shall maintain records of contacts made and communications transmitted to/received from potential bidders for the Assigned Project. All such records shall be available for review and/or reproduction by the District upon request.
- 3.7. Pre-Bid Conference(s). The CM shall assist the District in conducting pre-bid conferences, including the job walk(s), if one if required or scheduled in the Bid Documents. The pre-bid conference shall include without limitation: (i) description of the Assigned Project; (ii) description of the process for bidding and award of the Contract(s) for construction of the Assigned Project; and (iii) requirements relating to bonds, insurance coverages and similar administrative requirements. The job walk shall provide bidders with an overview of the Site of the Assigned Project and an understanding of the physical limitations and other constraints affecting the Work of the Assigned Project or portions thereof.

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- 3.8. Pre-Bid Inquiries. The CM is responsible for monitoring bidders' pre-bid inquiries and for timely posting responses to bidder pre-bid inquiries to the District's electronic bidding platform. The CM shall prepare initial responses for review and acceptance by the District prior to posting responses to pre-bid inquiries. Where a response to a pre-bid inquiry requires review and assistance from the Architect, Architect's Design Consultants, District Consultants or others, the CM shall promptly distribute the pre-bid inquiry to such other parties and coordinate the timely response of such other parties for incorporation into the response to the pre-bid inquiry.
- 3.9. Addenda. As requested by the District, the CM shall prepare addenda for amendments to the bid or contract documents for an Assigned Project responses and/or for responses to pre-bid inquiries. Addenda prepared by the CM shall be submitted to the District for review and acceptance prior to posting on the District's electronic bidding platform. The CM is responsible for timely posting of addenda accepted by the District.
- 3.10. Opening/Reading of Bid Proposals. The CM shall assist the District in the public opening and reading of Bid Proposals for an Assigned Project. Upon completing the public opening and reading of Bid Proposals, the CM may be tasked by the District to provide assistance as summarizing the results of the bidding; summarizing identities of the Bidders, the amount proposed by each Bidder, including amounts proposed for Alternate Bid Items, if any included in the bidding and the identification of the apparent low bidder(s). If bidding for an Assigned Project was not subject to a pre-qualification process, the CM shall review the Statement of Qualifications submitted by bidders for an Assigned Project and shall provide the District with a written confirmation of such review and recommendations, if any, of the CM for rejection of a Bid Proposal based on the Bidder's responses to the Statement of Qualifications.
- 3.11. Review of Bid Proposals: Recommendations for Award of Construction Contract. The CM shall review submitted Bid Proposals to determine: (i) whether the bidder submitting the Bid Proposal is a responsible bidder; and (ii) whether the Bid Proposal is responsive to material bidding requirements. CM shall make recommendations to the District regarding: (i) rejection of a Bid Proposal based upon the "non-responsibility" of the bidder; (ii) rejection of a Bid Proposal for non-responsiveness to material bidding requirements; (iii) rejection of a Bid Proposal for any other reason; (iv) rejection of all Bid Proposals; and (v) award of Construction Contract for the Assigned Project. If the bidding for an Assigned Project includes Alternate Bid Items, the CM shall make recommendations for the Alternate Bid Items, if any, to be included in the scope of the Construction Contract awarded by the District for the Assigned Project. The CM shall make recommendations to the District Representative for award of the Construction Contract for the Assigned Project. As requested by the District, the CM shall assist the District in preparing the Construction Contract for execution and other related administrative tasks in connection with the Construction Contract awarded by the District for an Assigned Project.

#### **4. BASIC SERVICES; CONSTRUCTION PHASE**

- 4.1. Administration and Coordination of Construction Contract and Construction. CM will provide administrative, management and related services necessary to administer the Construction Contract for an Assigned Project, including, without limitation: (i) receive, review and forward to the District and the Architect the Contractor(s)' Certificates of Insurance and Bonds along with commentary as to the extent to which the same comply with requirements of the Construction Contract; (ii) advice and recommendations to the District for issuance of Notice(s) to Proceed directing commencement of construction of the Assigned Project or portions thereof; issuance of the Notice(s) to Proceed on behalf of the District as directed or

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authorized by the District; (iii) scheduling, coordinating and conducting pre-construction and construction meetings; recording, maintaining and distributing minutes thereof; (iv) in consultation with the Architect, develop and implement procedures for the submittal and processing of Submittals; (v) in consultation with the District and the Architect, develop and implement procedures for the handling and disposition of the Contractor's requests for information or clarifications; (vi) establish and implement procedures for the transmittal and receipt of communications, drawings and other information between CM, Architect and the Contractor relating to construction of the Assigned Project; (vii) assist the District in selection and retention of Test/Inspection Service Providers and the Project Inspector; (viii) review the Contractor's Construction Schedules and implement provisions of the Construction Contract relating to the Contractor's obligations for development, maintenance, updating and compliance with the Construction Schedule for the Assigned Project; and (ix) establish Site staging, lay down and storage areas. The CM's Basic Services relating to Assigned Project communications shall utilize forms, processes and other measures implemented by the District in connection with construction of the Assigned Project, including without limitation, the eDocs web-based document control management system implemented by the District for the Assigned Projects.

- 4.2. Community Benefits Agreement. The District is a party to an agreement with the Los Angeles and Orange Counties Building and Construction Trades Council titled "Community Benefits Agreement between Compton Community College District and Los Angeles and Orange Counties Building and Construction Trades Council ("CBA"). If the CBA is applicable to an Assigned Project, Basic Services of the CM shall include assisting and providing support to the District in completion of District obligations under the CBA, notifying bidders for construction of an Assigned Project of the requirement for compliance with the CBA and monitoring on a monthly basis the contractors' and any subcontractors' compliance with contractor obligations under the CBA during construction of an Assigned Project.
- 4.3. Construction Phase Meetings and Conferences. The CM shall conduct meetings and conferences during the Construction Phase of an Assigned Project.
- 4.3.1. Pre-Construction Conference. The CM shall conduct a Pre-Construction Conference after award of the Construction Contract for an Assigned Project and prior to commencing Assigned Project construction at the Site to address matters relating to: (i) scope and other requirements of the Assigned Project; (ii) the schedule for completion of the Assigned Project; (iii) administrative matters, including the submission and processing of payment requests, requests for information, Submittals and other similar matters; (iv) prevailing wage rates, Certified Payroll Records and other matters relating to the employment of labor; (v) test and inspection requirements; and (vi) other matters relating to the Assigned Project.
- 4.3.2. Regular Construction Conferences. During the course of construction of an Assigned Project, the CM shall conduct Regular Construction Conferences on a weekly basis. The Regular Construction Conferences shall address at least the following: (i) Project Progress Schedule reviews, updates and look-aheads; (ii) outstanding and open matters from prior Construction Conferences; (iii) coordination of installation activities; and (iv) other matters relating to the construction of the Assigned Project.
- 4.3.3. Special Construction Conferences. As required by the circumstances of construction of the Assigned Project, the CM shall call and conduct Special Construction Conferences to address matters not subject to the agenda or subject matter of Regular Construction Conferences.

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- 4.3.4. Minutes of Conferences. The CM shall maintain and issue minutes of Construction Phase Meetings and Conferences to the Contractor, the District, the Architect, the Project Inspector and others as directed or authorized by the District. The CM shall, within five (5) days after the completion of a Regular or Special Construction Conference, issue minutes of such meeting or conference. Minutes prepared by the CM shall accurately and completely reflect the discussions and conclusions reached on each separate agenda item considered during the course of a meeting or conference. If there are objections or corrections requested to any minutes of a meeting or conference issued by the CM, the CM shall review such objections or correction requests and address the same at the next Regular Construction Conference.
- 4.4. Monitoring of Construction Costs; Cost Reports. CM will monitor on-going Construction Costs and regularly advise the District of the financial condition of the Assigned Project by: (i) development of Project monthly cash flow reports, forecasts and other financial reports for the Assigned Project, including those reflecting variations between actual Construction Costs and the Construction Budget and estimated costs of unperformed activities of the Assigned Project; (ii) maintaining records reflecting the actual costs for activities completed or in progress, including records relating to work performed on a unit cost basis and additional work performed by the Contractor on a time and materials basis; (iii) monitoring and advising the District of costs pertaining to potential, pending and completed Changes; and (iv) advising and making recommendations to the District for adjustments to the Construction Budget relative to actual or anticipated Construction Costs. The CM shall prepare and submit cost reports of each Assigned Project to the District Representative on a monthly basis; provided that if the District Representative reasonably determines that more frequent cost reports for an Assigned Project are required, the CM shall comply with the directive(s) of the District Representative. The information compiled by the CM and reports generated by the CM relating to Construction Costs of the Assigned Project shall be in such detail, format and in accordance with processes/procedures required by the District. In addition, the extent of detail and the nature of the format of such reports, the information compiled by the CM and reports generated by the CM shall specifically indicate the original Contract Price of the Construction Contract, the extent of adjustment of the Contract Price by Change Orders approved by the District and the extent of potential further adjustment of the Contract Price as of the date of the CM's report based upon the Changes or potential Changes known at the time of the CM's preparation of a cost report.
- 4.5. Applications for Progress Payments. CM will participate in the review and disbursement of Progress Payments to the Contractor and in consultation with the District, Project Inspector and the Architect, make recommendations for the disbursement of Progress Payments to the Contractor as follows: (i) CM will assist in the development of procedures for submittal, review, processing and disbursement of Progress Payments to Contractor, along with associated forms and reporting systems; (ii) based upon CM's observations and evaluations of each Application for Progress Payment, CM will review and certify to the District the amount due on each such Application for Progress Payment; CM's certifications constitute a representation to the District that, based on CM's observations at the Site, the data in each Application for Progress Payment, and to the best of CM's knowledge, information and belief, the Work has progressed to the point indicated in the Application for Progress Payment and the quality of the Work is in generally in accordance with the Contract Documents; (iii) CM's representations relative to Applications for Progress Payment are subject to an evaluation of the Work for conformity with the requirements for the Substantial Completion, results of subsequent tests, inspections and other procedures, minor deviations from requirements

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correctable prior to completion and any specific qualifications expressed by CM in its certification. CM's issuance of a Certificate pursuant to the preceding shall be a representation that the Contractor is entitled to payment in the amount so certified. The CM's review of Applications for Progress Payment shall be undertaken and completed in a timely manner so that the District can meet its obligations to make Progress Payment due the Contractor within the time permitted by applicable law without incurring interest liability or other penalties/liabilities. If the CM fails to timely complete its review of any of the Contractor's Applications for Payment and the failure to timely complete such review results in the District incurring interest liability or other penalties/liabilities, the CM shall be liable to the District for all such interest liability or other penalties/liabilities. The District may withhold such amount from the Contract Price then or thereafter due the CM for the Assigned Project. The CM's liability pursuant to the foregoing shall be in addition to, and not in lieu of, all other liabilities of the CM to the District for losses, costs, damages or any other liability of the District arising out of the CM's failure to timely complete review of a Contractor's Application for Progress Payment.

- 4.6. Substantial Completion: Punchlist. In consultation with the Architect, Project Inspector and the District, the CM will assist in ascertaining the achievement of Substantial Completion of an Assigned Project or the portion of an assigned project completed by a contractor. If upon inspection of the Work of an Assigned Project, the CM determines that Substantial Completion has not been achieved, the CM will assist the Architect in noting the conditions of the Assigned Project and the measures necessary to achieve Substantial Completion of the Assigned Project. Upon the Contractor achieving Substantial Completion of the Assigned Project, the CM will participate with the District, Project Inspector and the Architect to inspect the Work completed to note Punchlist items to be completed as a condition to achieving Final Completion.
- 4.7. Final Completion; Assigned Project Close-Out. The CM shall monitor the Contractor's completion of Punchlist items and enforce the Contractor's obligation to timely and fully complete all Punchlist items.
- 4.8. Request for Information ("RFI"). Based upon the processes and procedures established by the District for the submission, review and response to the Contractor(s)' RFIs, the CM shall implement such processes and procedures during construction of an Assigned Project. In addition to such processes and procedures, the CM shall maintain a log of RFIs ("RFI Log") which sets forth at least the following: (i) sequential numbering of RFIs; (ii) dates of: submission of each RFI, transmittal of the RFI to the Architect, the Architect's response to the RFI and the transmittal of the Architect's response to the Contractor; and (iii) actual or potential cost and time impact of each RFI and the response to each RFI. The CM's RFI Log shall include an assessment of the responsibility for any time or cost impacts arising out of a RFI or the response thereto. The RFI Log shall be available for review, inspection and/or reproduction by the District upon request.
- 4.9. Submittals. Based upon the processes and procedures established by the District and the Construction Documents for an Assigned Project relating to the submission, review and evaluation of the Contractor(s)' Submittals, the CM shall implement such processes and procedures during construction of an Assigned Project. In addition to such processes and procedures, the CM shall maintain a log of Submittals ("Submittal Log") for an Assigned Project which set forth at least the following information: (i) sequential numbering or other means of tracking Submittals; (ii) the dates of: submission of a Submittal to the CM from a Contractor, the CM's transmittal of each Submittal to the Architect, the Architect's response to the Submittal and the CM's transmittal of the Architect's Submittal response to the



Contractor; and (iii) brief summary of Architect's Submittal response, including the requirement, if any, for revised or additional Submittals. The Submittal Log shall be available for review, inspection and/or reproduction by the District upon request.

4.10. Project Progress.

4.10.1. Contractor's Schedules. CM shall review the Contractor's Construction Schedules and updates thereof for: (i) verification of conformity to the requirements established in the Construction Contract for the Assigned Project; (ii) verification that all necessary activities to complete construction of the Assigned Project in accordance with the DSA reviewed Design Documents and the Construction Contract for the Assigned Project are reflected in the Contractor's Schedules; (iii) verification that the duration for construction activities are reasonable; and (iv) if required by the terms of the Construction Contract for an Assigned Project, verification that the Contractor's Schedules incorporate requirements for manpower and other resources necessary for the Contractor's construction of the Assigned Project. If the CM, upon review of the Contractor's Schedules is unable to verify any of the matters set forth above, the CM shall notify the District Representative in writing of such inability, along with recommendations for actions of the Contractor or modifications to the Contractor's Schedules so that the CM can verify such matters. The CM shall implement such measures as directed or authorized by the District.

4.10.2. Progress Records. CM will maintain records of the progress of construction of Project construction, including written progress reports and photographs reflecting the status of construction and percentage completion of the Assigned Project. CM will maintain daily records during construction of the Assigned Project showing weather conditions, personnel of the Contractor and its Subcontractors at the Site, work accomplished, problems encountered and other matters materially affecting the Assigned Project, completion of the Assigned Project or Construction Costs to complete construction of the Assigned Project.

4.10.3. Substantial Completion and Final Completion. Upon request of the Contractor, CM will, in conjunction with the District Representative, Project Inspector and the Architect determine that Substantial Completion and Final Completion have been achieved. Upon determining that Substantial Completion/Final Completion has been achieved, the CM shall issue Certificates of Substantial Completion and Final Completion, as applicable.

4.11. Contractor Compliance with Labor Code Requirements. The CM shall review the Contractors' Certified Payroll records to generally confirm that appropriate classifications of labor are utilized and that the prevailing wage rates established for such classifications of labor are indicated in the Certified Payroll records as having been paid. A material obligation of the CM in its review of Certified Payroll records is to take cognizance of actual or potential violations of requirements or limitations relating to: (i) prevailing wage rates; (ii) days and hours of work by laborers; and (iii) ratios of journeymen to apprentices. If upon such review, the CM determines that actual or potential violations of the foregoing have occurred the CM shall notify the District Representative in writing of such determination along with recommendations for further investigation and/or implementation of appropriate proceedings. The CM shall implement recommendations accepted by the District Representative, as directed or authorized by the District Representative.

4.12. Site Observations.

4.12.1. CM On-Site. During construction of the Assigned Project and at substantially all

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times during which there are construction activities at the Assigned Project Site, CM shall have its Project Manager, Field Superintendent or other authorized representative at the Site, to observe Site construction activities, including without limitation, conformity of the work in progress and work in place with all requirements of the Contract Documents for the Assigned Project, monitoring construction progress, compliance with safety protocols and workmanship quality.

4.12.2. Assigned Project Records. The CM shall maintain at the Site the Drawings, Specifications, approved Change Orders, Submittals, applicable codes, rules and regulations and other written, graphic or electronic materials relating to the Assigned Project.

4.12.3. Construction Quality. The CM shall use its best efforts to guard the District against defects and deficiencies in construction and workmanship of the Assigned Project on the basis of its Site observations, and a quality control program established and implemented hereunder to monitor work in progress, work in place and construction workmanship for conformity with: (i) accepted industry standards; (ii) applicable laws, codes, regulations, ordinances or rules; (iii) and the requirements of the Construction Documents. If the CM observes any work in place, work in progress or workmanship of the Assigned Project which do not conform to requirements for the Assigned Project ("Defective/Non-Conforming Work"): (i) the CM shall note and record conditions of Defective/Non-Conforming Work; (ii) establish corrective or remedial measures to correct Defective/Non-Conforming Work; (iii) direct the Contractor to complete the corrective or remedial measures; (iv) monitoring the Contractor's completion of corrective or remedial measures to rectify the Defective/Non-Conforming Work conditions; and (v) enforce the Contractor's obligation to complete corrective or remedial measures.

4.12.4. Rejection of Work. Whenever in the ordinary course of discharging its services hereunder CM shall discover or observe patent conditions of work in progress or work in place which have or may have an adverse impact upon building life-safety systems or operations, structural elements or integrity or the safety of persons or property, CM shall take prompt action appropriate under the circumstances, including stopping the work and thereupon notifying the District in writing. In other circumstances where Defective/Non-Conforming Work is observed by CM: (i) the CM shall notify the District in writing of such conditions; (ii) stop or reject Defective/Non-Conforming Work; and (iii) direct the Contractor to complete corrective or remedial measures..

#### 4.13. Site Safety.

4.13.1. District Safety Program. Prior to any performance of Work at the Site, the CM shall review the District's safety requirements for the Assigned Project and to address measures to be implemented by the CM to verify that the Contractor implements a safety programs during construction of the Assigned Project.

4.13.2. Contractor Safety Programs. CM shall review safety programs of the Contractor for conformity with requirements of the Construction Documents and applicable law; CM shall monitor the Contractors' compliance with their respective safety programs and advise the District of measures, if any, necessary or appropriate to obtain the Contractors' compliance. By undertaking the obligations hereunder, CM shall not be deemed to have assumed responsibility for the adequacy or sufficiency of safety programs implemented by Contractor, but the CM is responsible for verifying that the



Contractor has established a safety program, that the safety program established by the Contractor is in compliance with the Construction Documents and applicable law, rule or regulation and that the Contractor implements its safety program during construction of the Assigned Project.

- 4.13.3. Safety Violations; Safety Conditions. The CM shall promptly notify the District Representative in writing of all CM observed instances of a Contractor(s)' failure to comply with applicable safety requirements or safety programs. If a safety violation or other unsafe conditions occurs on or about the Site of the Assigned Project which have an immediate potential or actual adverse effect on life or property, the CM is authorized, without prior notice to the District or prior directive of the District, to take all actions deemed necessary and appropriate by the CM under the then existing circumstances to prevent such actual or potential adverse effect.

4.14. Changes and Claims.

- 4.14.1. Coordination of Changes. CM will coordinate and disseminate correspondence, Drawings and other written materials by and between the Contractor(s), the District, Project Inspector, Test/Inspection Service Providers and the Architect relating to Changes to the Work of an Assigned Project. CM will coordinate: (i) the Architect's preparation of modifications to the Design Documents as necessary for the Contractor to implement a District authorized change; (ii) DSA review and approval/acceptance of modified Design Documents relating to a Change; and (iii) the Contractor(s)' performance of Changes authorized by the District. CM will maintain a log or other written records to monitor the pendency and disposition of Changes and Change Orders to keep the District advised of the status of the same and the actual or potential impact of any particular Change or Change Order or the cumulative effects thereof on Construction Costs or time for completing construction of the Assigned Project. If requested by the District, the Change Order Log shall include an evaluation of the underlying reason(s) for implementing a Change or Change Order. The Change Order Log maintained by the CM shall be available for review, inspection and reproduction upon request of the District.

- 4.14.2. Processing of Changes and Change Orders. CM will assist the District and the Architect in evaluation of requests by Contractor(s) for issuance of Change Orders, assist in negotiations with Contractor(s) relative to Change Orders proposals and the adjustment of Contract Price or Contract Time under the Construction Contract for an Assigned Project. CM will make recommendations to the District and the Architect for handling and disposition of the Contractor's proposals relative to Change Orders. If a Change to a Construction Contract is approved or authorized by the District, CM will assist the District and the Architect in the preparation of a Change Order reflecting such approved or authorized change to the Construction Contract. The CM is not authorized, without the prior written consent and approval of the District, to effectuate or authorize any Change to the Work of an Assigned Project. The CM shall be liable to the District for all direct and consequential costs, losses or damages resulting from the CM's direction or authorization to effectuate a Change to the Work of an Assigned Project without the prior direction and authorization of the District.

- 4.14.3. Claims Handling. CM will assist the Architect in the review, evaluation and processing of claims asserted by Contractor; CM will make recommendations to the District as to merit, handling and disposition of Contractor(s)' claims. Except in the event that the CM is alleged to have caused or contributed to the circumstances giving rise to a Contractor claim or other Contractor demand for compensation,

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services of the CM to prepare documentation or provide testimony in a mediation, arbitration or judicial proceeding arising out of such a claim or demand for compensation shall be deemed Additional Services. If the CM is alleged to have caused or contributed to a Contractor claim, the CM's claims handling services, including without limitation, claims analysis, assistance in preparing briefs/graphic materials in connection with negotiations or dispute resolution proceedings relating to a Contractor claim and participation in negotiations or dispute resolution proceedings relating to a Contractor claim shall be deemed part of the CM's Basic Services under this Agreement.

- 4.15. Owner Furnished Contractor Installed Items ("OFCI Items") and Furniture, Fixtures and Equipment ("FFE"). If any portion of an Assigned Project includes items designated as "Owner Furnished Contractor Installed" or other similar terms ("OFCI Items"), the CM shall assist the District with selection of FFE and bidding/review/procurement of OFCI Items, delivery of OFCI Items, and Contractor installation of OFCI Items. The CM shall assist the District with selection, bidding, review, procurement, delivery and installation of FFE items for an Assigned Project which are not included in the scope of the Construction Contract. The CM shall schedule and assist the District with relocation of staff/faculty/administrators from respective spaces to new spaces. If spaces have to be modified prior to relocation, the CM shall assist with all aspects of the modification.

## 5. BASIC SERVICES; POST-CONSTRUCTION PHASE

- 5.1. Review and Transmittal of Contractor Closeout Documents. The CM shall receive from the Contractor(s)' the closeout documents and items to be submitted by the Contractor(s) under the terms of the Construction Contract(s) upon completion of their obligations under the Construction Contract(s) ("Close-Out Submittals"). The CM shall review each Contractor's Close-Out Submittals to determine conformity with requirements of each Construction Contract. If the CM determines that any Contractors' Close-Out Submittals are not in conformity with requirements of the Construction Contract, the CM shall make recommendations to the District for measures to secure compliance with the requirements of the Construction Contract. If complete and in accordance with the terms of the Construction Contract, the CM shall deliver to the District Representative all of the Contractors' Close-Out Submittals, except for the Contractors' as-built drawings which the CM shall transmit to the Architect for preparation of the Record Drawings. The CM shall monitor the Architect's preparation and completion the Project Record Drawings.
- 5.2. CM Project Records. Within thirty (30) days of the date after Final Completion of an Assigned Project, the CM shall assemble and deliver to the District all of the records maintained by the CM during the Construction Phase of the Assigned Project.
- 5.3. Contractor's Post-Construction Obligations. If a Contractor is obligated under the terms of the Construction Contract to provide work, labor, materials or services after completing construction of the Assigned Project, the CM shall monitor such Contractor(s)' post-construction activities for conformity with requirements of the Contract. The CM shall make recommendations, as necessary, for securing the Contractor's compliance with post-construction obligations. The CM shall implement such recommendations as directed or authorized by the District Representative.
- 5.4. Project Reports. The CM shall monitor the filing of DSA reports and other actions required by applicable law, rule or regulation to be undertaken by the Architect, Project Inspector and Contractor(s) during construction of an Assigned Project and upon completing construction of the Assigned Project. If the Architect, Project Inspector or any Contractor(s) have not filed

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reports or taken other actions required during construction of the Assigned Project or upon completing construction of the Assigned Project, the CM shall make recommendations to the District for measures to secure compliance by the Architect, Project Inspector or Contractor(s) with regard to such requirements. The CM will assist the District in completion and submission of reports and other actions required to be undertaken by the District during construction of the Assigned Project or upon completing construction of the Assigned Project pursuant to applicable law, rule or regulation.

- 5.5. DSA Certification. The CM is responsible for confirming that parties, including without limitation, the Architect, Project Inspector, Contractor and test/inspection service providers for each Assigned Project timely complete activities necessary for DSA Certification that the Assigned Project is constructed in accordance with the DSA approved Construction Documents for the Assigned Project. The foregoing includes confirmation that such parties timely submit to DSA Verified Reports, test/inspection records and other similar materials necessary for DSA Certification of an Assigned Project. If DSA Certification of an Assigned Project is not issued within one hundred twenty (120) days after Final Completion of an Assigned Project, the CM shall provide the District with a detailed written statement of: (i) each action necessary to obtain DSA Certification ("Certification Action"); (ii) party(ies) responsible for completing each Certification Action; and (iii) measures to be implemented by the District to complete each Certification Action ("Certification Measures"). The CM shall assist the District in implementing Certification Measures as directed or authorized by the District.

## 6. CM COMPENSATION

- 6.1. Assigned Project Contract Price. The Assigned Project Contract Price constituting the full compensation due the CM for completion of Basic Services for each Assigned Project shall be as set forth below:

MIS/Math Buildings Renovation: \_\_\_\_\_

Vo-Tech Building Renovation: \_\_\_\_\_

New Urgent Care/Community and Health Clinic: \_\_\_\_\_

Abel Sykes Child Development Center Renovation (Building T): \_\_\_\_\_

- 6.2. Allocation of Assigned Project Contract Price. The Assigned Project Contract Price shall be allocated to the Basic Services Phases of the Assigned Project as follows:

Design Phase Basic Services	Forty percent (40%) of Assigned Project Contract Price
Bidding Phase Basic Services	Five percent (5%) of Assigned Project Contract Price
Construction Phase Basic Services	Forty percent (50%) of Assigned Project Contract Price
Post-Construction Phase Basic Services	Five percent (5%) of Assigned Project Contract Price

- 6.3. Fees, Costs and Expenses Incorporated Into Assigned Project Contract Price. The Assigned Project Contract Price includes without limitation: (i) the CM fee; (ii) personnel expenses of the CM, inclusive of all benefits and burdens; (iii) all equipment, materials and other resources necessary to complete Basic Services and authorized Additional Services for the Assigned Project, including computer equipment, software and software licenses, furniture and furnishings and telecommunications/data including services for telephone,

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internet and cloud storage; (iv) travel for the personnel of the CM to and from their respective homes/offices and the Assigned Project Site; (v) insurance premiums; (vi) and all other clerical, administrative or overhead costs associated with or arising out of performance of the Basic Services for an Assigned Project; and (vii) profit. No payment shall be made by the District to the CM for costs or expenses of any kind, type or nature which are not incorporated into the Assigned Project Contract Price.

6.4. Procedures for Assigned Project Contract Price Based on Percentage of Construction Costs. If the basis of the Assigned Project Contract Price is a percentage of construction costs, the following procedures shall apply:

6.4.1. Establishment of Initial Assigned Project Contract Price. The Initial Assigned Project Contract Price for the Assigned Projects shall be established based upon \_\_\_\_% of the District Construction Budget for an Assigned Project.

6.5. District Payment of Assigned Project Contract Price.

6.5.1. Design and Bidding Basic Services Phases. If the Assigned Project Contract Price is based on a percentage of construction costs, the District's disbursement of the Assigned Project Contract Price for the Design Phase and Bidding Phase of such an Assigned Project shall be based upon \_\_\_\_% of the District's Construction Budget for the Assigned Project and limited to the percent of the Assigned Project Contract Price allocated for the Design and Bidding Phases of the Assigned Project.

6.5.2. Reconciliation of Assigned Project Contract Price By CM Final Estimate of Construction Costs. As soon as is practical after completing the Design Phase of the Assigned Project, the District and the CM shall review payments of the Assigned Project Contract Price theretofore made for Design Phases of the Assigned Project based upon \_\_\_\_% of the District's Construction Budget for the Assigned Project. Based upon the District accepted CM Final Estimate of Construction Costs prepared by the CM pursuant to Paragraph 2.7.2 above, payments of the Assigned Project Contract Price previously made by the District for the Design Phases of the Basic Services of the Assigned Project will be reconciled with the amount due for the Design Phases of the Assigned Project based upon \_\_\_\_% of the District accepted CM Final Estimate of Construction Costs. If upon such reconciliation, it is determined that the payments of the Assigned Project Contract Price theretofore made by the District exceed the cumulative amount due the CM for the Design Phase based upon \_\_\_\_% of CM Final Estimate, the overpaid amount shall be credited against the CM billings for Construction Phase Basic Services until the entire credit balance is exhausted. If upon such reconciliation, it is determined that payments of the Contract Price theretofore made by the District are less than the cumulative amount due the CM for the Design Phases of the Assigned Project based upon \_\_\_\_% of the CM Final Estimate of Construction Costs, payment of the underpaid amount will be made by the District within thirty (30) days after the CM's submittal of a billing statement.

6.5.3. Reconciliation of Assigned Project Contract Price by Contract Prices of Construction Contracts. The Initial Assigned Project Contract Price is not subject to adjustment if the Contract Price(s) of the Construction Contract(s) awarded by the District for the Assigned Project exceeds the District accepted CM Final Estimate of Construction Costs. If the Contract Price of the Construction Contract awarded by the District for the Assigned Project is less than the CM Final Estimate of Construction Costs, the Assigned Project Contract Price shall be adjusted to an amount equal to \_\_\_\_% of the Contract Price of the Construction Contract awarded by the District for the

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Assigned Project. In such event, the prior Assigned Project Contract Price payments made by the District will be reconciled with the Assigned Project Contract Price based on \_\_\_\_\_% of the Contract Price of the Construction Contract awarded by the District for the Assigned Project. If upon such reconciliation, it is determined that the payments of the Assigned Project Contract Price previously made by the District exceed the cumulative amount due the CM for the Design and Bidding Phases based upon \_\_\_\_\_% of the Contract Price of the Construction Contract awarded by the District for the Assigned Project, the overpaid amount shall be credited against the CM billings for Construction Phase Basic Services until the entire credit balance is exhausted. If upon such reconciliation, it is determined that payments of the Assigned Project Contract Price theretofore made by the District are less than the cumulative amount due the CM for the Design and Bidding Phases of the Assigned Project based upon \_\_\_\_\_% of the Contract Price of the Construction Contract awarded by the District for the Assigned Project, payment of the underpaid amount will be made by the District within thirty (30) days after the CM's submittal of a billing statement.

6.5.4. Construction Phase and Post-Construction Phase. Payment of the Assigned Project Contract Price for completion of the Construction Phase and Post-Construction Phase of an Assigned Project shall be based upon the lesser of: (i) \_\_\_\_\_% of the District accepted CM Final Estimate of Construction Costs; or (ii) \_\_\_\_\_% of the Contract Price of the Construction Contract awarded by the District for the Assigned Project. During the Construction Phase of an Assigned Project, the CM shall submit monthly billings for payment of the Assigned Project Contract Price allocated for the Construction and Post-Construction Phases of the Assigned Project. Monthly billings shall be based upon the total amount due the CM computed in accordance with the foregoing divided by the number of months of the Construction Phase.

6.6. Final Construction Costs and Final Assigned Project Contract Price. The Final Construction Costs of an Assigned Project shall be determined upon Final Completion of the Assigned Project. Final Construction Costs are: (i) an amount equal to the lesser of \_\_\_\_\_% of the District accepted CM Final Estimate of Construction Costs or \_\_\_\_\_% of the Contract Price of the Construction Contract awarded by the District for the Assigned Project; and (ii) the cumulative costs of all Change Orders to all Construction Contracts for an Assigned Project which are approved by the District, provided that the cumulative costs of District approved Change Orders shall exclude the following:

6.6.1. CM Failures of Performance. Costs arising out of CM errors, omissions or other failure of the CM to complete Basic Services for the Assigned Project in accordance with this Agreement.

6.6.2. Unforeseen Conditions. Costs arising out of unforeseen conditions during the Construction Phase of an Assigned Project which would have been identified by a competent construction manager in walks and observations of the Assigned Project Site, review of documents relating to the Assigned Project or observations of marketplace conditions/pricing and trends in marketplace conditions/pricing.

6.6.3. Administrative Changes. Change orders relating to adjustments of administrative requirements for the Assigned Project which do not materially revise the Assigned Project scope.

6.6.4. Design Documents Errors and/or Omissions. Costs relating to changes of an

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Assigned Project which result from error or omissions in the Design Documents which should have been identified by a competent construction manager during the Design Phases of Basic Services for the Assigned Project.

- 6.7. Final Construction Cost Reconciliation. Upon completing the Post-Construction Phase of an Assigned Project, the District and CM shall meet and confer to reconcile payments of the Assigned Project Contract Price made by the District and the Assigned Project Contract Price due the CM based upon the \_\_\_\_\_% of the Final Construction Cost of the Assigned Project. If upon such reconciliation, the District's prior payments of the Assigned Project Contract Price are less than the Assigned Project Contract Price based upon the \_\_\_\_\_% of the Final Construction Cost of the Assigned Project, the District shall make payment of underpaid amount due within thirty (30) days of the CM submittal of a billing statement. If upon such reconciliation, the District's prior payments of the Assigned Project Contract Price exceed the Assigned Project Contract Price based upon the \_\_\_\_\_% of the Final Construction Cost of the Assigned Project, the CM shall make payment of overpaid amount within thirty (30) days after completion of the payment reconciliation.

## 7. INSURANCE AND INDEMNITY

- 7.1. CM Insurance. During the Term of this Agreement, the CM shall obtain and maintain the following policies of insurance with at least the minimum coverage limits indicated below.
- 7.1.1. Workers Compensation and Employers Liability Insurance. The CM shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts under which the CM may be liable. The CM shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee, which arises out of the employee's employment by Consultant. The Employer's Liability Insurance required of the CM hereunder may be obtained by the CM as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by the CM hereunder.
- 7.1.2. Commercial General Liability. The CM shall purchase and maintain Commercial General Liability Insurance as will protect the CM from the types of claims set forth below which may arise out of or result from the CM services under this Agreement and for which the CM may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than the CM's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the CM, or (b) by another person; (iii) claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (d) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; (e) contractual liability insurance applicable to the CM's obligations under this Agreement; and (f) for completed operations. The District shall be an additional named insured to the CM's Commercial General Liability insurance policy.
- 7.1.3. Professional Liability Insurance. The CM shall procure and maintain professional liability insurance covering claims arising out of the performance of services under this Agreement.
- 7.1.4. Coverage Limits. Minimum coverage limits for policies of insurance obtained by the CM under this Agreement shall be as follows:

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Policy of Insurance	Minimum Coverage Limits
Workers' Compensation	In accordance with applicable law
Employer's Liability	One Million Dollars (\$1,000,000)
Commercial General Liability (including coverage for automobile liability and property casualty)	Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate
Professional Liability	Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) in the aggregate

7.1.5. Policy Endorsements; Evidence of Insurance. Prior to commencing performance of Basic Services for an Assigned Project, the CM shall deliver Certificates of Insurance to the District Representative which evidence each of the policies of insurance in the minimum coverage amounts required in connection with the Assigned Project. All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

7.2. District General Liability Insurance. District shall obtain and maintain General Liability Insurance covering District for claims of bodily injury, death or property damage arising out of an Assigned Project.

7.3. Indemnity.

7.3.1. CM Indemnity of District. The CM shall indemnify, defend and hold harmless the District and its employees, officers, Board of Trustees, Trustees, agents and representatives (collectively "the Indemnified Parties") from any and all claims, actions, demands, losses, responsibilities or liabilities (collectively "Claims") for: (i) injury or death of CM's employees arising out of this Agreement; (ii) injury or death of persons, damage to property, or (iii) other costs or charges which arise out of or are attributable to the negligent, grossly negligent or willful conduct of CM or the employees, agents and representatives of the CM. The foregoing shall include without limitation, reasonable attorneys' fees and costs incurred by the Indemnified Parties. The CM shall defend the Indemnified Parties upon any of the Indemnified Parties' tender of the defense and indemnity of any Claims to the CM, provided that the CM's defense obligations shall not exceed the CM's proportionate percentage of fault for the Claims. If upon final, non-appealable settlement or judgment relating to any Claims subject to the foregoing, the costs incurred by the CM to defend the Indemnified Parties exceeds the CM's proportionate percentage of fault, the Indemnified Parties shall reimburse the CM for such portion of the CM's costs to defend the Indemnified Parties which exceeds the CM's proportionate percentage of fault. The obligations hereunder shall survive completion of services for an Assigned Project or the termination of this Agreement until any claim, action, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

7.3.2. District Indemnity of Consultant. The District shall indemnify, defend and hold harmless the CM from all claims arising out of this Agreement, including without limitation, claims for bodily injury (including death) and physical property damage

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which arise out of the negligent or willful acts, omissions or other conduct of the District.

## 8. TERM OF AGREEMENT; TIME

- 8.1. Term. The Term of this Agreement shall commence as of the date set forth above and shall terminate sixty (60) months thereafter. Notwithstanding expiration of the Term, if at such time, there are remaining Basic Services or authorized Additional Services to be performed by the CM in connection with an Assigned Project, the CM shall continue to diligently perform and complete all such remaining Basic Services or authorized Additional Services for the Assigned Project; notwithstanding expiration of the Term of this Agreement, the District will continue to make payment for the Basic Services and authorized Additional Services performed in connection with an Assigned Project after expiration of the Term of this Agreement.
- 8.2. Time. All of the Basic Services and authorized Additional Services for an Assigned Project shall be completed by the CM in a prompt and diligent manner. If a schedule for completion of Basic Services in connection with an Assigned Project is agreed upon between the District and the CM ("Assigned Project Schedule") an Assigned Project, the CM's performance and completion of Basic Services shall be in accordance with the Assigned Project Schedule. The CM shall be liable to the District for all costs, losses, damages or other liabilities arising out of the failure of the CM to complete Basic Services for an Assigned Project in accordance with an Assigned Project Schedule.

## 9. TERMINATION; SUSPENSION

- 9.1. Termination for Default. Either the District or CM may terminate this Agreement upon advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective as of the date of the written termination notice. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to CM if: (i) CM becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by CM or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for CM or any of CM's property on account of CM's insolvency; or (ii) if CM disregards applicable laws, codes, ordinances, rules or regulations. If District exercises the right of termination hereunder, the amount due CM, if any shall be based upon Basic Services, authorized Additional Services and Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement, reduced by losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. CM shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of CM's default hereunder, to the extent that such losses, damages or other costs exceed any amount due CM hereunder for Basic Services or authorized Additional Services.
- 9.2. District's Right to Suspend. The District may, in its discretion, suspend all or any part of the design, bidding or construction of an Assigned Project and the CM services relating to such Assigned Project. The District's direction to suspend the CM services for an Assigned Project, the Assigned Project Contract Price shall not be subject to modification unless the District directs suspension of CM services for an Assigned Project for a period of sixty (60) consecutive days or more and such suspension is not caused by CM or the acts or omissions

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of CM. In such event, upon rescission of such suspension, the Contract Price for the Assigned Project will be subject to adjusted to provide for actual costs and expenses incurred by CM as a direct result of the suspension and resumption of construction of the Assigned Project or construction under a Construction Contract or CM's services for an Assigned Project.

- 9.3. District's Termination of Agreement for Convenience of the District. The District may, at any time, upon written notice to CM terminate, in whole or in part, this Agreement or the CM services for an Assigned Project for the District's convenience and without fault, neglect or default on the part of CM. In such event, as of the date set forth in the District's written notice to CM or such other time as the District and CM may mutually agree upon: (i) the Agreement shall be deemed terminated; or (ii) this Agreement shall be deemed amended to delete and exclude such Assigned Project from the scope of Assigned Projects under this Agreement. In such event, the District shall make payment of the Contract Price for the CM services for CM services provided through the date of termination. Except as set forth herein, no other payment or compensation shall be due the CM upon the District's termination of this Agreement or the deletion of an Assigned Project from the scope of this Agreement pursuant to the preceding.
- 9.4. CM Suspension of Services. If the District shall fail to make payment of undisputed portions of the Contract Price for an Assigned Project when due CM hereunder, CM may, upon seven (7) calendar days advance written notice to the District, suspend further performance of services hereunder until payment of the undisputed portions of the Contract Price in full is tendered by the District. In such event, CM shall have no liability for any delays or additional costs to construct the Assigned Project due to, or arising out of, such suspension. Except as expressly set forth herein, the CM shall have no other right to suspend is performance and completion of Basic Services in accordance with the terms of this Agreement for an Assigned Project.

## 10. MISCELLANEOUS

- 10.1. Governing Law: Interpretation. This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or CM.
- 10.2. Successors: Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of CM and the District. Neither CM nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.
- 10.3. Authority. The individual(s) executing this Agreement on behalf of CM warrant and represent that she/he is authorized to execute this Agreement and bind CM to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Trustees, to bind District to all terms hereof.
- 10.4. Notices. Notices under this Agreement shall be delivered by United States Mail, Certified, Return Receipt Requested with postage fully prepaid or by email. Notices delivered by United States Mail shall be deemed effective the third (3<sup>rd</sup>) working day after the postmark date. Notices delivered by email before 12:00 PM on District workdays shall be deemed effective four (4) hours after delivery to the recipient's email server. Emails delivered to the recipient's email server after 12:00 PM on a District work day or on District holiday days shall be deemed effective as of 12:00 PM the ensuing workday. The recipients and addresses

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for notices may be modified by the Parties by notice to the other. Notices shall be addressed as follows:

If to the District:

Compton Community College District  
1111 E Artesia Blvd.  
Compton, CA 90221  
Attn: \_\_\_\_\_  
[email@compton.edu](mailto:email@compton.edu)

and

Compton Community College District  
1111 E Artesia Blvd.  
Compton, CA 90221  
Attn: \_\_\_\_\_  
[email@compton.edu](mailto:email@compton.edu)

If to the CM:

CM Name.  
Address  
City, CA 9\_\_\_\_\_  
Attn: \_\_\_\_\_  
[email@cmfirmname.com](mailto:email@cmfirmname.com)

10.5. Disputes.

- 10.5.1. Continuation of CM Services. Except in the event of the District's failure to make payment of undisputed portions of the Contract Price due the CM for an Assigned Project, notwithstanding any disputes between District and CM arising hereunder, CM shall continue to provide and perform services hereunder pending a subsequent resolution of such disputes.
- 10.5.2. Mandatory Mediation. All claims, disputes and other matters in controversy between the CM and the District arising out of or pertaining to this Agreement excepting therefrom any and all claims for indemnity, shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association ("AAA") and the AAA Construction Mediation Rules in effect at the time a Demand for Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the CM commencing arbitration proceedings pursuant to Paragraph 10.5.3 below.
- 10.5.3. Arbitration. All claims, disputes or other matters in controversy between CM and District arising out of or pertaining to an Assigned Project or this Agreement which are not fully resolved through the mandatory mediation set forth above shall be settled and resolved by binding arbitration conducted under the auspices of AAA and the AAA Construction Arbitration Rules in effect at the time a Demand for Arbitration is filed. The arbitration shall be conducted by a single arbitrator who shall be a former judicial officer with prior experience with resolving disputes arising out of public works projects. The award rendered by the Arbitrator ("Arbitration Award") shall be final and binding upon the District and the CM only if it is supported by law and substantial evidence pursuant to California Code of Civil Procedure §1296. An Arbitration Award that does not include findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 shall be invalid and unenforceable. The

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District and CM hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review of thereof, the Court determines either that the Arbitration Award is not supported by substantial evidence or that it is based on an error of law. If any claim or dispute is asserted by the Architect or a Contractor or the District relating to an Assigned Project and arising in whole or in part out of this Agreement or the CM services relating to the Assigned Project, CM and District agree that any arbitration proceedings initiated between CM and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute with the Architect or Contractor, without the need for a Court Order pursuant to Code of Civil Procedure § 1281.3 regardless of whether such arbitration is initiated under the auspices of AAA or any other arbitration forum.

- 10.5.4. CM Compliance with Government Code §900 et seq. The foregoing dispute resolution procedures notwithstanding, neither the provisions of this Agreement shall be deemed to waive, limit or modify any requirements under Government Code §900 et seq. relating to the CM's submission of claims to the District. The CM's strict compliance with all applicable provisions of Government Code §900 et seq. in connection with any claim, dispute or other disagreement arising hereunder shall be an express condition precedent to the CM's initiation of any other dispute resolution procedure or proceeding.

10.6. Definitions.

- 10.6.1. Contractor. The entity or individual under direct contract to the District for construction of an Assigned Project. As necessary by the context of usage, the term "Contractor" shall include Multiple Trade Contractors.
- 10.6.2. Construction Contract. A Contract for Construction of an Assigned Project.
- 10.6.3. Design Documents. The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the Architect for an Assigned Project. Design Documents include surveys, soils reports and other documents prepared for the Assigned Project by a licensed Architect or registered Engineer, whether under contract to the Architect or District.
- 10.6.4. Architect. The Architect is the firm or individual retained by the District in connection with an Assigned Project to provide architectural and related design services in connection with the Assigned Project. References to the Architect include Design Consultants retained by the Architect to prepare or provide any portion of the Design Documents for an Assigned Project.
- 10.6.5. Submittals. Shop Drawings, Product Data or Samples prepared or provided by the Contractor or a Subcontractor or a material supplier illustrating some portion of the work of an Assigned Project.
- 10.6.6. Site. The physical area for construction and activities relating to construction of an Assigned Project.
- 10.6.7. Project Budget. The Project Budget is to the total costs allocated by the District for design, bidding and construction of an Assigned Project, exclusive of fees and costs of the Architect, CM, District Consultants, Site acquisition costs and the costs of furniture, furnishing and/or equipment for the Assigned Project which are not included in the scope of the Construction Contract for the Assigned Project. The Project Budget established by the District may be modified by the District from time-to-time.

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- 10.6.8. Construction Cost Estimates. Construction Cost Estimates are estimates of the then current costs of labor, materials, equipment and services plus a reasonable allowance for the Contractor's profit, overhead and administrative cost as necessary to complete construction of an Assigned Project in accordance with the Design Documents. Construction Cost Estimates shall include a reasonable allowance for contingencies relating to market conditions at the time of solicitation of bids for construction of the Assigned Project and Changes to the Assigned Project during construction of the Assigned Project; the allowance for contingency costs shall be consistent with the contingency established by the District in the Project Budget for an Assigned Project, if any.
- 10.6.9. Construction Budget. The "Construction Budget" is the portion of the Project Budget allocated for construction of the Assigned Project.
- 10.6.10. Construction Costs. The costs of labor, materials, equipment (inclusive of the Contractor's general administrative and overhead costs/profit) necessary to complete construction of an Assigned Project.
- 10.6.11. Construction Schedule. A Construction Schedule is the written or graphic description of the scheduling, sequencing and interrelationships of activities necessary to complete construction of an Assigned Project. Construction Schedules are prepared by the Contractor for review by the CM and acceptance by the District.
- 10.6.12. Construction Documents. The Contract Documents, including Design Documents, issued by or on behalf of the District under a Construction Contract of all or a portion of an Assigned Project. Construction Contract Documents include all modifications issued by or on behalf of the District.
- 10.6.13. Substantial Completion. Substantial Completion is when the Work of a Construction Contract for an Assigned Project has been completed and installed and the Assigned Project can be used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.
- 10.6.14. Final Completion. Final Completion is when all of the Work of a Construction Contract for an Assigned Project has been completed and installed (including items noted for correction, repair or modification upon Substantial Completion) and the Contractor has completed all other obligations to be performed on its part under the Construction Contract.
- 10.6.15. Multiple Trade Contractors. Multiple Trade Contractors are Contractors under direct contract to the District for construction of a specific designated portion of an Assigned Project.
- 10.7. Time. Time is of the essence in the performance and completion of obligations under this Agreement and each for each Assigned Project.
- 10.8. RFP Response. Notwithstanding incorporation of the RFP Response into this Agreement, any conflict or inconsistency between the RFP Response and the terms of this Agreement shall be governed and controlled by the terms of this Agreement.
- 10.9. Entire Agreement. This Agreement and the following are all of the documents forming a part of the Agreement. Documents forming a part of this Agreement are:  
RFP Response  
CM Personnel Rates (Exhibit A)

The foregoing constitutes the entire agreement and understanding between the District and CM

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concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by a subsequent writing executed by the District and CM and approved/ratified by the District's Board of Trustees, as required by the nature or scope of such amendment.

**IN WITNESS WHEREOF**, the District and CM have executed this Agreement as of the date set forth above.

**"DISTRICT"**  
**COMPTON COMMUNITY COLLEGE DISTRICT**

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

Title: \_\_\_\_\_

**"CM"**

\_\_\_\_\_

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

Title: \_\_\_\_\_

**EXHIBIT A TO AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES  
PERSONNEL RATE SCHEDULE**

<b>CM Personnel Personnel Hourly Billing Rates</b>						
Name	Position/Title	Hourly Rate				
		Months 1-12	Months 13-24	Months 25-36	Months 37-48	Months 48-60

## QUALIFICATIONS STATEMENT

### (RFP Attachment 2)

This Qualifications Statement must be completed by each Respondent and executed by an authorized employee of the Respondent. Failure of a Respondent to submit the completed and executed Qualifications Statement concurrently with the Respondent's RFP Response will render the RFP Response non-responsive and rejected.

#### 1. Contact Information

1.1. Respondent Name. \_\_\_\_\_

1.2. Form of Entity. Check appropriate box.

☐ Corporation

\_\_\_\_\_  
(State of Incorporation & Corporate Registration No.)

☐ Partnership

\_\_\_\_\_  
(Describe type of partnership i.e., general partnership, limited partnership)

☐ Limited Liability Company

☐ Limited Liability Partnership

☐ Joint Venture

\_\_\_\_\_  
(Identify each member of Joint Venture and form of entity of each Joint Venturer)

☐ Sole Proprietorship

\_\_\_\_\_  
(Identify all equity owners)

1.3. Contact Person.

Name	
Street Address/City/State	
Phone/Fax	
Email Address	

**[CONTINUED NEXT PAGE]**

- 2. Prior Experience.** Using the follow form, provide a summary of construction management services provided by the Respondent (or Respondent's predecessor) to a California community college district, the University of California, or California State University within the past ten (10) years which are identical or similar to the Construction Management Services described in the RFP and the Construction Management Services Agreement for a project similar in size, scope, complexity and budget to the Project. Provide the summaries in the format set forth below. Identify each Project summary by sequential "Assignment No." numbering.

ASSIGNMENT NO. XXXX	
Client name	
Project description	
General description of construction management services completed	
Dates of Construction Management Services (beginning and end dates)	
Approximate dollar value of Construction Management Services	
Client Contact Person	Name: _____ Position/Title _____ Address _____ Phone/Fax _____ Email _____

- 3. Essential Minimum Qualifications.** Any response of a Respondent indicating "not qualified" to the following minimum qualifications criteria will result in rejection of the Respondent's RFP Response for failure to meet minimum qualifications criteria.

3.1. Respondent has a current Commercial General Liability policy of insurance with coverage limits of at least Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate.

- ☐ Yes  
☐ No (not qualified)

3.2. Respondent has a current professional liability policy of insurance with coverage limits of at least Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) in the aggregate.

- ☐ Yes  
☐ No (not qualified)

3.3. Respondent has a current Workers Compensation policy of insurance with coverage limits in accordance with applicable law.

- ☐ Yes

☐ No (not qualified)

3.4. Respondent is ineligible for award of public works contracts pursuant to Labor Code §1777.1 or 1777.7.

☐ Yes (not qualified)

☐ No

3.5. Has any public agency, within the past ten (10) years conducted proceedings that resulted in a finding that the Respondent or any predecessor to the Respondent is not a “responsible” bidder for a public works project or a public works contract?

☐ Yes (not qualified)

☐ No

3.6. At any time during the last ten (10) years, has Respondent or any predecessor to the Respondent been convicted of a crime involving any federal, state, or local law related to a private or public construction project?

☐ Yes (not qualified)

☐ No

3.7. At any time during the last ten (10) years, has the Respondent or any predecessor to the Respondent been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?

☐ Yes (not qualified)

☐ No

3.8. Within the past ten (10) years, has any contract to provide work, labor, materials or services to which the Respondent was a party been terminated for default of the Respondent.

☐ Yes (not qualified)

☐ No

3.9. Has any insurance carrier, for any policy of insurance, declined to issue or declined to renew an insurance policy for your organization?

☐ Yes (not qualified)

☐ No

#### 4. Background.

##### 4.1. Consultant Experience.

4.1.1. Years In Business. The Respondent has provided construction management services under Respondent’s current trade/business name. \_\_\_\_\_

4.1.2. Prior Trade/Business Name. Has the Respondent, in the prior ten (10) years conducted business under a trade name or business name that is different than the Respondent’s current trade/business name?

☐ Yes

☐ No

If “Yes” identify all prior trade/business names used by Respondent in the prior ten (10) years.

4.1.3. Prior Construction Management Services. Do the prior construction management services assignments identified and disclosed in the Respondent’s response to



Paragraph 2 above include all construction management services assignments similar to those described in the RFP for projects similar in scope, size, complexity and budget as the Project completed by Respondent under a prior trade/business name?

- ☐ Yes
- ☐ No
- ☐ Not Applicable

If "No" provide a summary of each other assignments completed in the prior ten (10) years under Respondent's prior trade/business name(s) using the summary format set forth in Paragraph 2.

- 4.1.4. Officers and Equity Owners. Is any current equity owner, officer or employee of Respondent currently or previously employed by or owned an equity interest of ten percent (10%) or more in any other firm, company, corporation, partnership or other form of business entity that provided work, materials, equipment or services to the District in the prior ten (10) years?

- ☐ Yes
- ☐ No

If "Yes": (i) identify all such equity owners, officers and employees; (ii) provide the name(s) of all such other firms, companies, corporations, partnerships or other business entities; and (iii) generally describe the work, materials, equipment or services provided by such other firms, companies, corporations, partnerships or other business entities to the District. **Respondents are cautioned that if the District determines based on the District's investigation that a Respondent failed to fully disclose and identify ALL current equity owners, officers and employees of Respondent who are currently or were previously employed by or owned equity in any other firm, company, corporation, partnership or other business entity that previously providing the District with work, labor, equipment or services, the Respondent's RFP Response is subject to rejection for non-responsiveness.**

#### 4.2. Claims and Disputes.

- 4.2.1. Pending Professional Liability Claims and Disputes. The Respondent is presently engaged in a claim, dispute or disagreement which asserts the professional negligence or professional liability of the Respondent in connection with construction management services provided by or through Respondent for any public or private work of improvement.

- ☐ Yes
- ☐ No

If "Yes" provide details, including without limitation: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; (v) amount in controversy; (vi) contact information (name, address, phone and email address) for each party pursuing a pending claim against the Respondent.

- 4.2.2. Pending Payment Claims and Disputes. The Respondent is presently engaged in a claim, dispute or other disagreement relating to or arising out of a private or public contract for construction management services in which the Respondent is seeking additional compensation.

- ☐ Yes

☐ No

If "Yes" on a separate attachment, provide details of each such pending claim, dispute or other disagreement.

- 4.2.3. Have legal, arbitration or administrative proceedings been commenced by a construction project owner against the Respondent or any of the principals, officers or equity owners of the Respondent within the past ten (10) years which arise out of or are related to work, labor, materials or services provided by the Respondent for the construction project?

☐ Yes

☐ No

If "yes," on a separate attachment, include the following details: (i) name of party initiating proceedings against the Respondent; (ii) contact name, address, telephone and email address of party initiating proceedings; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demanded; and (v) outcome of proceedings.

- 4.2.4. Has the Respondent commenced any legal, arbitration or administrative proceedings against the owner of a construction project within the past ten (10) years which arise out of or are related to work, labor, materials or services the Respondent provided for the construction project, excluding claims for personal injuries?

☐ Yes

☐ No

If "yes," on a separate attachment, include the following details: (i) name of owner; (ii) contact name, address, telephone and email address of contact person for owner; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

- 5. Authority.** The undersigned is duly authorized to execute this Qualifications Statement under penalty of perjury on behalf of the above-identified Respondent. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Qualifications Statement and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Qualifications Statement. The undersigned declares and certifies that the responses to this Qualifications Statement are complete and accurate; there are no omissions of material fact or information that would render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Respondent acknowledges and agrees that if the District determines that any response herein is false or misleading or contains misstatements of fact, the Response shall be deemed non-responsive and the Respondent will not further participate in the RFP process.

Executed this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_  
(City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.

\_\_\_\_\_  
(Signature)



**PROPOSAL**  
**(RFP Attachment 3)**

Respondent: \_\_\_\_\_

The above-identified Respondent submits the following Proposal for completing construction management services for the Compton College Various Projects ("Project")

**1. Respondent Proposed Project Team**

Project Executive	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer <input type="checkbox"/> California licensed contractor
Project Manager	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer <input type="checkbox"/> California licensed contractor
Field Manager	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer <input type="checkbox"/> California licensed contractor
Scheduler	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer <input type="checkbox"/> California licensed contractor
Estimator	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer <input type="checkbox"/> California licensed contractor

**2. Construction Management Services Price Proposal.** The Respondent proposes to provide construction management services and complete other obligations for each Assigned Project under the Construction Management Services Agreement as follows:

**MIS/Math Buildings Renovation**

☐ Fixed price, lump sum amount of:

(\$ \_\_\_\_\_)

Dollars



- ☐ \_\_\_\_\_ % of Construction Costs
- ☐ Personnel time at the personnel rates set forth below subject to the not to exceed amount of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_); proposed personnel time charges are:

Position/Title	Proposed Hourly Rate
Project Executive	\$
Project Manager	\$
Field Manager	\$
Scheduler	\$
Other (describe)	\$

- ☐ Other (provide detailed description of other proposed pricing methodology sufficient for evaluation): \_\_\_\_\_

**Vo-Tech Building Renovation**

- ☐ Fixed price, lump sum amount of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)
- ☐ \_\_\_\_\_ % of Construction Costs
- ☐ Personnel time at the personnel rates set forth below subject to the not to exceed amount of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_); proposed personnel time charges are:

Position/Title	Proposed Hourly Rate
Project Executive	\$
Project Manager	\$
Field Manager	\$
Scheduler	\$
Other (describe)	\$

- ☐ Other (provide detailed description of other proposed pricing methodology sufficient for evaluation): \_\_\_\_\_

**New Urgent Care/Community and Health Clinic**

- ☐ Fixed price, lump sum amount of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)
- ☐ \_\_\_\_\_ % of Construction Costs
- ☐ Personnel time at the personnel rates set forth below subject to the not to exceed amount of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_); proposed personnel time charges are:



Position/Title	Proposed Hourly Rate
Project Executive	\$
Project Manager	\$
Field Manager	\$
Scheduler	\$
Other (describe)	\$

- ☐ Other (provide detailed description of other proposed pricing methodology sufficient for evaluation): \_\_\_\_\_

**Abel Sykes Child Development Center Renovation (Building T)**

- ☐ Fixed price, lump sum amount of: \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)
- ☐ \_\_\_\_\_ % of Construction Costs
- ☐ Personnel time at the personnel rates set forth below subject to the not to exceed amount of: \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_); proposed personnel time charges are:

Position/Title	Proposed Hourly Rate
Project Executive	\$
Project Manager	\$
Field Manager	\$
Scheduler	\$
Other (describe)	\$

- ☐ Other (provide detailed description of other proposed pricing methodology sufficient for evaluation): \_\_\_\_\_

**3. Reimbursable Expenses.** The price proposal in Paragraph 2 incorporates all fees, costs or expenses that the Respondent may incur to complete obligations under the Construction Management Services Agreement.

**4. Construction Management Services Agreement.** The Respondent has reviewed the Construction Management Services Agreement and:

- ☐ The Respondent accepts the terms and conditions of the Construction Management Services Agreement.
- ☐ The Respondent accepts the terms and conditions of the Construction Management Services Agreement, except for the amendments or modifications set forth in the attachment to this Proposal.

**5. Addenda.** The Respondent acknowledges receipt, review and incorporation of Addenda, if any, issued by the District to the RFP. If the District issued Addenda to the RFP, failure of the Respondent to acknowledge receipt, review and incorporation of all Addenda will result in rejection of the RFP Response for non-responsiveness.





☐ The following Addenda were issued, received and incorporated into the RFP Response:

\_\_\_\_\_

☐ No Addenda to the RFP were issued

**6. RFP Acknowledgement.** By submitting this Proposal and the RFP Response, the Respondent acknowledges that it has reviewed the RFP and that the Respondent fully understands the requirements of the RFP and terms of the Agreement for Construction Management Services.

**7. Respondent Certifications.** The Respondent certifies to the following:

- i. Respondent possesses the skills, knowledge and experience to timely complete obligations under the Agreement for Construction Management Services.
- ii. If awarded the Agreement for Construction Management Services, the Respondent will dedicate such resources and assign such personnel as necessary to timely and fully complete obligations thereunder.

**8. Authority.** The undersigned is an employee of the Respondent and is duly authorized to: (i) complete and submit this Proposal on behalf of the Respondent; and (ii) to bind the Respondent to the proposed pricing set forth in this Proposal.

Dated: \_\_\_\_\_

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

Title \_\_\_\_\_

