

**REQUEST FOR QUALIFICATIONS (RFQ)
#2627-407**

CONSTRUCTION MANAGEMENT

and/or

PROJECT MANAGEMENT PLANNING

for

Districtwide Projects



**Responses must be received no later than
August 20, 2026 by 2:00pm**

Submit Response To: FacilitiesRFP@RSCCD.edu

**Questions or
Clarifications:**

All questions must be submitted in writing,
via email to: FacilitiesRFP@RSCCD.edu

1. REQUEST FOR QUALIFICATIONS

1.1. Purpose

The purpose of this Request for Qualifications ("RFQ") is to obtain information that will allow the Rancho Santiago Community College District ("District") to prequalify a limited number of firms to provide construction management services and/or project management/planning services ("Services"). It is the District's intent that the RFQ process will enable the District to streamline the process by which Consultants are selected to perform work for the District and comply with regulatory and legislative requirements.

The District has an established list of prequalified/short-listed construction management and project management firms. Current pre-qualified firms and new firms are required to submit a complete response according to Section 1.5 "Response Format." Previously prequalified Consultants are not guaranteed to be deemed qualified for the new prequalified list.

Consultant has the option to respond to both Construction Management and Project Management Planning Services or select only one of the services. Please clearly indicate in the cover letter (see section 4.1) which service or services your firm is responding to.

1.2. RFQ Schedule

The District has set the following RFQ schedule that all Consultants must adhere to. The District reserves the right to modify this RFQ schedule as needed and will issue an addendum if the schedule changes.

Event / Occurrence	Deadline
District Issues RFQ	July 20, 2026
Deadline for Consultants to submit questions regarding this RFQ	August 3, 2026 by 2:00pm
Deadline for Consultants to submit Responses	August 20, 2026 by 2:00pm
District to interview Consultant(s) (If applicable)	TBD

1.3. Qualified Consultant

All Consultants submitting a Statement of Qualifications ("Response") and seeking to become a prequalified consultant for the District should be extremely familiar with all applicable regulations and industry guidelines especially as they apply to community college projects, and be capable of providing work product that will enable the District to strictly comply with said requirements. Consultants must demonstrate a minimum of eight (8) years of relevant experience and professional success with similar services for education projects. It is the District's strong preference that relevant Community College experience be highlighted however relevant experience with other school districts such as K-12 districts will be considered also. Pre-qualified consultants are in no way guaranteed to receive any work from the District.

1.4. Submission

If your Firm is interested in performing Services for the District, please submit to the District a Response in accordance with this RFQ. Responses must be emailed to FacilitiesRFP@RSCCD.edu and must be submitted no later than the date indicated in the

RFQ schedule included in Section 1.2. Delivery of Responses is the sole responsibility of the Consultant. All Responses must be signed (electronic signatures accepted) and become the property of the District.

1.5 Response Format

Each Consultant is required to submit a Response they deem appropriate to the following request. Submittals should be brief and concise, but provide sufficient clarity to meet the criteria in the evaluation process. Each Response must be organized in order and include all sections and information as stated in Part 3, Statement of Qualification. Each Consultant shall submit **one (1)** electronic submittal, no larger than 25MB, in PDF format with bookmarks, of the Response. The District will evaluate the Responses based on the responsiveness to District requirements listed.

NOTE for Exhibits: All District Exhibits should be tabbed, labeled, and included as part of the appendix. It is at the Firm's discretion to determine how to reference, in the body of the Response, the location of the Exhibits in the appendix. All Exhibits may be recreated in another program as long as the formatting and information requested mirrors the PDF forms attached to this RFQ. The intent of the PDF forms is to keep all the requested information in a uniform format.

1.6 Questions

Consultants must carefully read the entire RFQ prior to submitting questions as most questions will be answered in this RFQ. If you should have questions regarding this RFQ, please submit in writing via email to FacilitiesRFP@RSCCD.edu, referencing RFQ #2627-407 in the subject line. The question deadline for this RFQ is included in Section 1.2. After this deadline, the District will not answer, address, and/or review any questions interested Consultants might submit. Responses to all questions received prior to the deadline will be provided via addendum. Addenda, if issued for this RFQ, will **not** be distributed via email. Respondents are required and responsible to check the District's "Bid Opportunities" webpage to access any addenda. All addenda must be acknowledged in the Response.

1.7 Request for Proposals

Prequalified Consultants are in no way guaranteed to receive any work from the District. However, it is the District's intent to choose from the pool of prequalified Consultants when selecting a Consultant to perform construction management and/or project management/planning consulting services. The District, on an "as-needed" basis, will issue Request for Proposals ("RFP") to one or more prequalified Consultants to obtain a proposal for a particular site/project.

Future RFP projects vary in nature, scale, and scope. The projects may consist of improvements, alterations, renovations, additions, modifications, and upgrades related to; barrier removal, energy efficiency, scheduled maintenance, access control, safety and security, site and building infrastructure, MEP/AV/Technology, fire alarm, site improvements, and wayfinding. The projects also include special projects such as hazardous material remediation, staff relocations, portable upgrades/removals, structural investigations, building enclosure investigations, new site/building feasibility studies and major capital improvement projects should they develop during the duration of the services outlined in this RFQ. This project listing is representative of various project types and is not a listing of actual projects nor is it all-inclusive.

2. SCOPE OF SERVICES

2.1. Scope of Services: Construction Management

Provide Construction Management Services to the District, as further described in **Exhibit I – Construction Management Services Agreement** (specifically Exhibit “A” of the agreement). Such services shall be performed consistent with the standard of care for professionals performing similar scopes of services. The Consultant shall, at a minimum, undertake the scope of services reasonably necessary and customarily provided by Construction Management Consultant Firms conducting business in the Southern California area to ensure that all of the District’s goals, standards, policies and procedures are adhered to over the course of the assignment.

2.2 Scope of Services: Project Management/Planning

The District is looking for a consultant to work as an extension of staff in the District’s Facility Planning, Construction and District Support Services Department. The consultant shall work alongside staff in facilities planning, project and program development, including performing a variety of tasks from project planning, scoping, budget development administrative and regulatory approvals through close out, and other related tasks. Tasks may include a variety of planning, design management, oversight of construction and renovation work at facilities within the district’s boundaries.

The consultants will work as an extension of District staff to manage and develop processes, procedures and develop projects that are aligned with the goals of the Department to ensure the continued progress of activities in any of the phases of planning/predesign, design, construction, close-out, Division of State Architect review, approval and certification, and other program related activities for various projects in the Capital Improvements building program, Scheduled Maintenance, Energy Efficiency Projects, Facility Modification Requests, Special Projects, Feasibility Studies, future Bond programs, including Americans With Disabilities Act (“ADA”) and other Capital Facilities project needs. They will be required to operate and comply within established protocols, policies and procedures including budget, accounting, contracting, and project management.

Planning, Preconstruction and Design Management Services may include the following and other duties and tasks as required:

- Gain familiarity with project needs, budget, and timing.
- Confirm scope and program requirements, including compliance with Title V requirements.
- Conduct meetings with site staff and design team to refine detailed scope and program, including compliance with District educational specifications and Material and Construction Standards.
- Review proposals received from design consultants for scope and reasonableness to provide recommendations to the District.
- Review proposals received from firms for preconstruction phase for scope and reasonableness to provide recommendations to the District.
- Review level of effort and associated costs for reasonableness and appropriate quantity.
- Interact with design consultant as needed to obtain appropriate scope and level of effort.

- Interact with construction consultant as needed to obtain appropriate scope and level of effort.
- Set up a decision-making framework to ensure timely District decisions.
- Ensure that project is properly set up in tracking software which may include initial project schedule and budget.
- Review invoices for reasonableness, correctness, and appropriate charges.
- Provide monthly status reports in prescribed format.
- Attend weekly project meetings.
- Participate in and maintain minutes of critical pre-design phase meetings.
- Participate in the site acquisition process and/or environmental due diligence site planning as determined by the District.
- Interpret and apply California Environmental Quality Act (CEQA) and State Department of Education and State Chancellor's Office of Community College guidelines. Assist with filing CEQA documents with appropriate State and County agencies; obtain land use and property data from County records.
- Participate in other meetings as required.
- Coordinate and communicate effectively with various consultants, agencies, regulatory agencies, other District employees, and/or others as needed.
- Additional tasks associated with successful project management.
- Develop proper scopes of work, schedules and budgets to manage other vendors or consultants.

Design Phase duties may include:

- Monitor design phase schedule and progress throughout all phases.
- Review design phase submittals and recommend approval.
- Monitor project budget to ensure compliance with the District's project budget.
- Monitor progress of design team to ensure submittal of required DSA documents and retrieve verification.
- Ensure that project is properly maintained in tracking software.
- Review invoices for reasonableness, correctness, and appropriate charges.
- Provide weekly status reports in prescribed format.
- Attend weekly program meetings.
- Participate in and maintain minutes of critical design phase meetings.
- Participate in other meetings as required.
- Assist in bidding preparation and award process.
- Participate in pre-bid meetings.
- Facilitate the functioning of an integrated project delivery team.
- Additional tasks associated with successful project management.

American with Disabilities Act ("ADA") Project Management CASp scope of Work

The Project Management consultant shall provide Certified Access Compliance Specialists (CASp) services to conduct comprehensive accessibility evaluations, plan reviews, and field inspections to ensure compliance with the Americans with Disabilities Act (ADA), Title 24 of the California Code of Regulations (California Building Code), and DSA requirements.

Scope of Services

The CASp Consultant shall provide professional expertise necessary to perform the following tasks:

Task 1: Comprehensive Facility Access Compliance Surveys (Existing Facilities)

- **Field Inspections:** Conduct detailed, on-site physical evaluations of designated buildings, paths of travel, parking facilities, public rights-of-way, and common areas.
- **Data Collection:** Measure and document slopes, cross-slopes, operating forces, clear floor spaces, reach ranges, and signage.
- **Reporting:** Provide a detailed CASp Report for each project or facility inspected. The report must include:
 - An identification of the inspected structures and features.
 - A detailed list of all inspected items indicating compliance or non-compliance.
 - Specific code citations for each deficiency (Title 24 and ADA Standards for Accessible Design).
 - Photographic documentation of non-compliant items.
 - Recommended corrective actions and methods for remediation.

Task 2: Plan Review and Design Phase Consultation

- **Schematic to Construction Document Review:** Review architectural and engineering plans, submittals, and specifications at various design milestones (e.g., 50% DD, 90% CD) for various projects including barrier removal projects, modernization, alterations, improvements, additions, or new construction projects.
- **Code Compliance Verification:** Ensure design documents accurately reflect the most stringent applicable standards between the California Building Code (Title 24, Chapters 11A and 11B) and federal ADA guidelines.
- **Path of Travel (POT) Valuation Analysis:** Assist the District in evaluating and documenting the "Adjusted Construction Cost" and the 20% path of travel compliance threshold for alteration projects under CBC Section 11B-202.4.
- **Written Plan Check Reports:** Provide clear, actionable, written plan-check comments and correction lists to the District and its design consultants.

Task 3: Construction-Phase Inspections & Post-Construction Verification

- **Site Visits:** Conduct periodic interim site inspections during active construction phases to verify that critical accessibility elements (e.g., concrete pours for ramps, rough-in plumbing for single-user restrooms, casework installations) are being built within allowable tolerances. Use the District's established procedures and site inspection protocols and provide recommendations on improvements to the procedures.
- **Final Punch List & Verification:** Perform a final post-construction walk-through to verify that all accessible features have been constructed in strict compliance with approved DSA plans and applicable codes before project closeout.

Task 4: Advisory Services & Transition Plan Support

- **Prioritization & Cost Estimating:** Assist the District in prioritizing identified barriers based on severity, location, and utilization. Provide order-of-magnitude cost estimates for barrier removal to assist in capital planning.
- **Transition Plan Assistance:** Provide technical support to manage and update the District's formal ADA Transition Plan.

- Ad-Hoc Consultation: Attend project meetings, participate in consultations regarding complex compliance issues, and assist in responding to formal accessibility complaints or inquiries if requested.

Construction Phase duties may include:

- Ensure that contract is properly constructed and executed and issue notice to proceed.
- Proactively manage change on the project.
- Review and approve contractor's change order requests for entitlement and cost.
- Manage project contingencies and allowances.
- Monitor project budget to ensure compliance with the District's project budget.
- Monitor construction schedule and report variances.
- Monitor progress of design team to ensure submittal of required DSA documents and retrieve verification.
- Ensure that project is properly maintained in tracking software.
- Review invoices for reasonableness, correctness, and appropriate charges.
- Provide daily status reports in prescribed format.
- Attend weekly program meetings.
- Participate in and maintain minutes of critical construction phase meetings.
- Maintain project documentation in compliance with program standards.
- Facilitate the functioning of an integrated project delivery team.
- Additional tasks associated with successful project management.

Closeout phase duties may include:

- Assist with final punch list and final inspections.
- Assist in review and transfer of the final warranty/guarantee.
- Monitor progress of design team in submitting required DSA closeout documentation and retrieve verification. Work with parties to ensure timely close out of projects or assist District is retaining certification for open applications.
- Assist in review and transfer of all required maintenance and operation manuals.
- Assistance with and/or coordinate moving activities with vendors, campus, staff, others as needed to ensure smooth transition into occupancy.
- Coordinate and ensure that required training on systems and materials takes place.
- Coordinate and monitor completion of commissioning process.
- Review final invoices.
- Review closeout documents.
- Reconcile expenditures and budget.
- Assist in the finalization of any outstanding contracts and claims.
- Ensure that all contract deliverables have been completed and submitted to the District.
- Additional tasks associated with successful project management.

Other duties may include:

- Provide administrative support as required, such as Board docket and agenda reports.
- Provide weekly project updates.

- Update, maintain and provide timely budgets and schedules.
- On-going review and/or processing of invoices to ensure timely payment as required.
- Review of contracts to ensure proper execution of scope of services related to the project as required.
- Provide specialized technical support as required.
- Assist the District's construction program, ensuring compliance with legal and contractual requirements and District policies and objectives.
- Miscellaneous duties related to effective and successful project management as required.
- Assist in the development and tracking of requests from the district, its campuses and other facilities providing program services.
- Provide estimating services as required.
- Provide scheduling services as required.

Program planning duties may include:

- Assist District in the development and maintenance of district standards, overseeing the process, identifying items to standardize, work with colleges to facilitate development of standards.
- Refine, develop, coordinate, and establish a system of management for the implementation of a comprehensive District wide Systems Condition Index management plan coordinated with the campuses and integrated into FUSION utilizing a variety of data sources from FUSION, the campuses, existing plans and reports, and the Building Condition Assessment recently provided by the Foundation in 2014. The Goal is to have a comprehensive strategy for planning on-going routine maintenance projects at various sites that can be institutionally followed and coordinated between the District Office and the college, including a plan for assessing, developing and managing Scheduled Maintenance projects. Evaluate the criteria to be utilized and propose a system of management for the 5 year on-going plan that is updated annually. Work to identify the process and implement such by working with the District, College and others to understand and facilitate the execution of the plan.
- Assist in contract development and standardization of forms and templates for the district use, including any Request for Qualifications or Proposals that may still be needed to further develop projects.
- Preparation, distribution, tracking, reviewing and awarding of any RFQ and/or RFP needed
- Management and development of energy and sustainable projects to comply with CCCIOU requirements and District's sustainability plan goals (see <http://rscdd.edu/Discover-RSCCD/sustainable-rscdd-committee/Pages/default.aspx> for the complete sustainability plan).
- Assist the District with securing funding for various projects.
- Assist with the preparation of reports for various agencies and coordination of applications needed on behalf of the District or other documentation that may be needed.
- Assist in resolving complaints and/or seek to resolve and mitigate issues that may arise on projects on behalf of the District with a variety of entities, consultants, contractors or others that may be needed occasionally on projects.

Move Services duties may include:

- Providing assistance in all aspects of planning, scheduling, coordinating and execution of the physical relocation of personnel, faculty, staff, including, furniture and equipment or other physical assets.
- Interacting with building users, project managers, faculty, college staff, district employees, other users, and project team members involved with moves and necessary relocations to implement construction projects or related to other capital facility projects.
- Development of a Move Plan for each relocation or move that is anticipated as per the District.
- Coordinate the details and planning aspects of the move from original locations to the complete set-up at the destination.
- Manage and oversee movers on the day of the scheduled moves as necessary.
- Assemble and Manage Project Team to outline Project Requirements (Kickoff meeting).
- Develop a detailed implementation schedule, project budget and communications plan.
- Coordinate with the Furniture Supplier insuring space efficiency.
- Make recommendations with respect to existing furnishings, relocation and installation of equipment, and move phase consolidation.
- Provide inventory of said furnishings.
- Assess and determine the amount of moving supplies (i.e. boxes) needed for the move.
- Work with Purchasing and other District personnel to coordinate asset management of furniture and equipment in keeping with the District's policies and procedures.
- Coordinate and supervise all aspects of interior workshop set-up, tear down, move/relocation, equipment and furniture requests as needed.
- Work and coordinate with equipment installers.
- Schedule and facilitate pre-move meetings with various stakeholders.
- Work and assist District Purchasing and other District personnel with the procurement process of actual moving services (i.e. supplies and transportation) to ensure proper and adequate resources are provided to ensure a smooth move.
- Implementation of Move Plan.
- Move administration including pre-move conferencing, approvals of vendor contractor plans, pricing and schedules, facilitation of team and project staff meetings.
- Project coordination and communication (signage, Department Coordination, project notes, request tracking, etc.).
- Hold meetings (with frequency to be determined with various stakeholders).
- Track project expenditures against budget; review and verify contractor vendor requests for payment.

2.3 Compliance with Applicable Laws

Consultant's Response must set forth Consultant's understanding of all applicable laws, guidelines, and requirements, including Cal/OSHA Title 8, the Environmental Protection Agency ("EPA"), the Education Code, Division of the State Architect (DSA), California Community Colleges Chancellors Office (CCCCO) and local ordinances and/or other

applicable guidelines. Consultant's Response must confirm that the proposed Services will meet all the aforementioned requirements.

2.4 Working Conditions

Each Consultant shall be capable of working indoors and outdoors, as required, in all weather and site conditions including, but not limited to, rain, dirt, mud, and ice. The Consultant's activities may require kneeling, bending, climbing ladders, stepping over trenches, etc.

2.5 Deadlines

Each Consultant must be prepared and equipped to provide such services in an expeditious and timely manner and on relatively short notice to enable the District to meet critical, and at times unpredictable, time deadlines and schedules.

The District shall not be responsible in any manner for the costs associated with the preparation or submission of Consultant's Response. The Response, including all drawings, plans, photos, and narrative materials, shall become the property of the District. The District shall have the right to copy, reproduce, publicize and/or dispose of each Response in any way that the District may choose.

3. STATEMENT OF QUALIFICATIONS/PROPOSAL RESPONSE FORMAT

3.1. Firm Information

Provide a cover letter and introduction, including the company name, address, telephone number, and e-mail address of the person(s) authorized to represent the institution regarding all matters related to the Response. As part of the narrative, provide a brief synopsis of the firm's corporate structure and history. In a narrative discussion, describe any litigation or threatened litigation against your firm or its owners that may affect your performance or completion of this proposed program. A person authorized to bind the firm to all commitments made in the Response shall sign this letter. In addition to the cover letter, complete **Exhibit A – Firm Information Form** and **Exhibit B – Firm Information Questionnaire**.

3.2 Firm Approach and Methodology

Describe the Consultant's philosophy with regard to approach and experience related to Services outlined in the RFQ, and experience in working with a Community College District. Identify key elements to providing quality service and project delivery that would lead to a successful project completion.

3.3 Firm Experience

Provide a summary of Consultant's relevant expertise and experience in construction management and/or project management & planning services, especially as it relates to community college facilities. Consultant must demonstrate a minimum of eight (8) years of relevant experience and professional success.

Using **Exhibit C – Firm Project Experience Form**, provide a **minimum of five (5)** completed projects. Provide detailed descriptions of the projects (particularly community college projects **other** than Rancho Santiago Community College District). This client list may be contacted for reference and past performance of the Consultant will be evaluated.

Furthermore, using **Exhibit D – District Experience** provide a list of all Rancho Santiago Community College District contracts held within the last eight (8) years including, with respect to each project, the project name, site name, contract amount, and Consultant's contact person at the District on said project.

Past performance of the Consultant will be evaluated and Clients listed may be contacted for a reference.

3.4 Key Personnel/Team Members

Please identify your Firm's available team members, key personnel and staff members and their specific expertise and experience in construction management and project management consulting services, especially as it relates to Community College campus projects. Include an organizational chart for the proposed staff and indicate who will be the District's main contact person for your Firm. Each team member proposed should at least have a minimum of 5 years of experience. Provide the names and detailed resumes of key personnel who will be the designated team available, knowledgeable, regularly attentive and working directly with the District. In addition, if applicable, list all professional registration certifications and/or license designations and numbers that are currently active in the State of California. Do not list any inactive registration and/or license designations.

3.5 Sub-Consultants No portion of the scope of work shall be completed by Sub-Consultants.

3.6 Billing Rates

Provide hourly billing rates for all personnel and categories of employees, as well as any overhead or other special charges. Provide Consultant's typical fee schedule as applicable, Please use **Exhibit E-1** for construction management and/or **Exhibit E-2** for Project Management/Planning.

Consultant hourly rates shall be **all-inclusive** and include/account for all direct labor costs, fringe benefits, travel, insurance, overhead, profit, and all other expenses the Consultant will incur in providing Services. All other services not included herein shall be negotiable as required.

3.7 Contract

Consultants shall review the draft District agreement, and provide any comments or objections to the Agreement in its Response – **Exhibit I** for Construction Management Services and **Exhibit J** for Project Management Planning Services. Consultants will be required to substantially accept the form of Agreement, including the indemnification provisions therein. **PLEASE NOTE: The District will not consider any substantive changes to the form of Agreement.**

3.8 Certification

Consultants shall certify that they have received the RFQ, read the instructions and submitted a Statement of Qualifications with the proper authorizations. Consultant shall complete **Exhibit F – Certification, Request for Qualification** and submit it with the Response.

3.9 Non-Conflict of Interest

Consultants shall certify that they shall perform Services as an independent contractor and not as an officer, agent or employee of the District. Consultant shall complete **Exhibit G – Statement of Non-Conflict of Interest**, and submit it with the Response.

3.10 Local Hire and Local Business Questionnaire

Consultants shall certify by completing **Exhibit I – Questionnaire Form for Local Hire and Local Business**. The Rancho Santiago Community College District is interested in furthering opportunities for Local Hires and Local Businesses. The District collects this data as part of the RFQ process and any future RFP process.

3.11 Inappropriate and Unsolicited Communication

The District strives to ensure a fair and competitive process for any and all consultants who desire to participate in the RFQ selection. After this RFQ has been issued (from the date this RFQ and/or future RFQ/RFPs are released to the conclusion of the selection process), any Consultant, the proposing firm, and/or member of Consultant Team that undertakes to discuss any matter, contacts or solicits individuals related to this RFQ with any District employee, members of the evaluation committee, members of the Board of Trustees or any consultant or professional retained by the District other than the identified Contact, FacilitiesRFP@rsccd.edu, said firm/consultant may be presumed to have gained an unfair competitive advantage by inserting unsolicited communications to effect influence. The firm/consultant shall be disqualified and may be removed from any established prequalified list, including, the removal from the District's "interested vendors list" at the discretion of the District. All communications regarding this RFQ, and any future RFP and any matter related thereto shall be in accordance with this RFQ.

4. INSURANCE REQUIREMENTS

4.1 Insurance Requirements – Construction Management

The Firm awarded a future contract will be required to maintain, in full force and effect and at their own expense, insurance policies with companies certified with the California Insurance Commission. For full insurance requirements, refer to **Exhibit J – Construction Management Services Agreement** (specifically Article 14.)

4.2 Insurance Requirements – Project Management Planning

The Firm awarded a contract will be required to maintain, in full force and effect and at their own expense, insurance policies with companies certified with the California Insurance Commission. The following minimum insurance is required in order for your firm to qualify for participation in any project with the Rancho Santiago Community College District:

The Firm awarded a contract will be required to maintain, in full force and effect and at their own expense, insurance policies with companies certified with the California Insurance Commission. For detailed insurance requirements, refer to **Exhibit K - Typical Agreement** (specifically Article VIII).

Prior to commencing any contract, the selected firm must provide the District with certificates of insurance that includes the following: the Rancho Santiago Community College District and its Board, Officers and employees, shall be named as additional insured parties on General Liability and Automobile policies. Endorsements **must** be submitted with the certificate(s).

5. SELECTION CRITERIA AND EVALUATION PROCESS

All Responses will be evaluated as per the selection criteria and evaluation process described below. All Consultants shall be advised and understand the policies applicable to contract award if selected.

5.1. Selection Criteria

Although not necessarily exhaustive of the criteria to be utilized, the District intends to use the following evaluation criteria in selecting short listed prequalified Consultants:

- **Responsiveness to the RFQ:** breadth and depth of response and completion of all RFQ requirements.
- **Firm Information:** complete information regarding firm location, ownership, legal history, insurance coverage, safety record, disputes, termination, bankruptcy etc.
- **Firm Experience:** demonstrates adequate and relevant experience, community college and/or school district experience, experience with Division of the State Architect (DSA), and proven experience in meeting schedules and deadlines.
- **Firm Team:** has provided team member resumes for leadership with appropriate information, project experience noted, licenses noted, qualifications noted.
- **Current Workload & Availability:** has adequate resources to support District's needs, firm's support staff, and project team.
- **Firm Approach & Methodology:** outlines a proposed methodology to be utilized in planning/project management and construction management services as it relates to involvement of faculty, staff, management and other interested parties; evidence of ability to prioritize tasks and begin job in a timely fashion, able to address appropriately and differentiate District priorities, has experience with Services required.
- **Specific Team Member Project Experience:** evaluate team member experience, relevancy for Services, totality of team members identified to work on Services.
- **Fee:** has provided a proposed structure and billing rates for team members and has competitive rates in comparison to others.
- **Budgets/Cost Estimates:** proven experience in accuracy of firm's cost estimates (not applicable)
- Firm located within District vicinity or Orange County or demonstrated ability to serve Orange County
- **Completed Required Forms:**
 - Firm Information Form
 - Firm Information Questionnaire
 - Billing Rate Form
 - Veteran owned firms and/or DVBE firm
 - Certification Form
 - Statement of Non-Conflict of Interest Form
 - Provided Confidential Financial Information (if requested)
 - Local Hire Local Business Form
 - Provided comments on Draft Agreement (if applicable)
- **Client Reference Checks:** satisfaction of prior/current clients, professional reputation of the firm, past performance of firm, past experience working with District.

5.2. Evaluation of Responses

Responses will be evaluated by a panel of individuals selected by the District. At the District's discretion, to further assist in evaluation, some, one, or all of the responding firms

may be requested to participate in an oral interview. The interview will be used as another opportunity to clarify any issues within a given Response and explore the approaches that may be used to satisfy all District requirements. The District reserves the right to request that some or all of the responding firms consent to being interviewed by selected District personnel and/or representatives and/or submit additional written information.

Based on its evaluation of the Responses received; the District will select one or more pre-qualified short-listed Consultants. The District reserves the right to request that some or all of the respondents submit additional written information and/or that they consent to be interviewed by selected District personnel and/or representatives.

5.3. Policies Applicable to Contract Awards

All work to be performed under any awarded contract must conform to all applicable laws and guidelines and all requirements of the District, local jurisdictions as applicable, all other governmental agencies with jurisdiction, and conform to the requirements set forth by this RFQ.

This Request and any potential future RFQs or RFPs do not commit the District to award a contractual agreement with any vendor or to pay any costs incurred in the preparation of Responses or participation in an interview.

The District reserves the right at its sole discretion to: (i) waive or correct any defect or informality in any response, (ii) withdraw this RFQ, (iii) reissue this RFQ, (iv) send out additional RFQs/RFPs, (v) reject any and/or all RFQs/RFPs, (vi) prior to submission deadline for this RFQ, modify all or any portion of the selection procedures including deadlines for accepting responses, Services to be provided under the RFQ, or the requirements for content or format of the RFQ, (vii) waive irregularities, (viii) procure any services specified in this RFQ by any other means, (ix) determine that no projects will be pursued and/or (x) terminate or change the contracting process articulated in this RFQ because of unforeseen circumstances.

Acceptance by the District of any Responses submitted pursuant to this RFQ shall not constitute any implied intent to enter into an agreement for services.

Responses, including all graphic and narrative materials, shall become the property of the District upon the District's receipt of the Response. The District shall have the right to copy, reproduce, publicize and/or dispose of each Response in any way that the District may choose.

The District reserves the right to negotiate the terms and conditions of any agreement for services that may hereafter be let by the District.

6. DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

The Rancho Santiago Community College District supports a participation goal of at least three percent (3%) of the overall dollar amount expended each year to Disabled Veterans Business Enterprises (DVBE). If Consultant is selected to provide services to the District, Consultant will be required to sign and return a Certification form (copy included with these RFQ/P documents) certifying that they will provide the District with information regarding the use of any DVBE contractors or consultants on the project.

Information about DVBE resources can be found on the Executive Branch's website at <http://www.dgs.ca.gov> or by calling the Office of Small Business and DVBE Certification at 916-375-4940. **Please note that DVBE documentation is included in this RFQ but is not required to be submitted in the Response.** The DVBE documentation will be required if the Consultant is Pre-Qualified and then chosen to provide services as a result of a future RFP process. Please review **Exhibit H – Statement of Intent to Meet DVBE Participation Goal**.

Exhibit A – Firm Information Form

Background

Firm Name

Address

Yr Est.

Phone

FAX

E-Mail

Principals/Officers to Contact:

Primary Contact

Title

Phone

E-Mail

Secondary Contact

Title

Phone

E-Mail

Is the firm authorized to do business in CA?

☐ Yes

☐ No

If Yes, on what basis?

☐ CA Corp

☐ CA Business License

☐ Other: _____

Any former address or parent company?

☐ Yes

☐ No

If Yes, please specify: _____

Type of Firm:

☐ Sole Owner

☐ Partnership

☐ Corporation

☐ Joint Venture

☐ Other: _____

DVBE Participant?

☐ Yes

☐ No

Veteran Owned Business?

☐ Yes

☐ No

Experience

Professional Service Fees (indicate index number corresponding to fees received in each noted year):

☐ 2021

☐ 2022

☐ 2023

☐ 2024

☐ 2025

Index numbers for Professional Services Fees:

- | | |
|------------------------|----------------------|
| 1. Less than \$50,000 | 5. \$500,000-\$1M |
| 2. \$50,000-\$100,000 | 6. \$1M-\$2M |
| 3. \$100,000-\$250,000 | 7. \$2M-\$5M |
| 4. \$250,000-\$500,000 | 8. Greater than \$5M |

Total Number of Years of Service

☐

Community College

Personnel

Total # of Personnel:

List in-house expertise/services other than the primary discipline*.

	Name of Proposed Consultant	License/Discipline/ Education Degree	Years of Experience	
			Total Work Experience	Community College Work
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____

*Use additional sheets if necessary

Exhibit B – Firm Information Questionnaire

Firm Name _____

ANSWER THE FOLLOWING QUESTIONS

1. Is the company or its owners connected with other companies as a subsidiary, parent, affiliate, or holding company?

☐ Yes ☐ No

If yes, explain on a separate, signed sheet.

2. Does the company have an ongoing relationship or affiliation with a contractor or equipment manufacturer?

☐ Yes ☐ No

If yes, explain on a separate, signed sheet.

3. Has the company (or any owner) ever defaulted on a contract forcing a surety to suffer a loss?

☐ Yes ☐ No

4. In the past five (5) years, has the company had any project with disputed amounts more than \$50,000 or a project which was terminated by the owner, owner's representative or other contracting party and which required completion by another party?

☐ Yes ☐ No

If yes, explain on a separate, signed sheet. State the project name, location, owner/contact person, telephone number, contract value, disputed amount, date and reason for termination/dispute.

5. Has the company, an affiliate company, or any owner ever declared bankruptcy or been in receivership?

☐ Yes ☐ No

If yes, explain on a separate, signed sheet.

6. Has the company ever had arbitration on contracts in the past five (5) years?

☐ Yes ☐ No

If yes, explain on a separate, signed sheet. State the project name, location, owner/contact person, telephone number, contract value, disputed amount, a brief description and final resolution.

7. Does the company have any outstanding liens or stop notices for labor and/or materials filed against any contracts which have been done or are being done by the company?

☐ Yes ☐ No

If yes, explain on a separate, signed sheet. State the project name, location, owner/contact person, telephone number, amount of dispute, and brief description of the situation.

8. Has your firm, or an individual from your firm providing services for a project, ever been terminated for convenience or cause from a project, by either school district, College, CCD, public agency or client?

☐ Yes ☐ No

If yes, explain on a separate, signed sheet. State the project name, location, owner/contact person, telephone number, and brief description of the situation.

THE UNDERSIGNED DECLARES UNDER PENALTY OF PERJURY THAT ALL OF THE INFORMATION SUBMITTED WITH THIS RFQ IS TRUE AND CORRECT. FAILURE TO PROVIDE BACK UP TO A "YES" ANSWER AND/OR FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN A RESPONSE DISQUALIFICATION.

Signature: _____
Print Name: _____

Title: _____
Date: _____

Exhibit C – Firm Project Experience Form

Minimum of five (5) relevant projects completed within the last eight (8) years, and one of the five projects must have been for a community college district. <u>Use multiple sheets, as necessary.</u>	
Firm name:	
Project Name:	
Client Name:	
Location (City/State):	
Client Contact Name:	
Client Contact Title:	
Client Contact Telephone No:	Client Contact Email:
Type of Project: (Feasibility, Planning, Design, Development, Financing (P3, etc.), Other)	
What was the Professional Service Contract Amount?	\$
Original Total Budget for the Project? \$	Actual project cost at end of project? \$
	Contractors on the project:
Project Summary/Narrative: (Please provide details of Project, comments and/or clarifications)	

Exhibit D – District Experience

Firm Name _____

Has your firm ever worked with the District in the past 8 years? ____ Yes ____ No

If yes, provide a brief listing on a separate sheet; state the project name, the site, the service that was provided, and the scope of the project work. Who was your company's main day-to-day representative on the project and who was the District's main day to day point of contact for the District?

Exhibit E-1 – Billing Rate Form – Construction Management

Firm Name: _____

Billing Rates*

Do rates include travel charges? ☐ Yes

Note: all rates shall include travel and mileage. These will not be acceptable reimbursable items.

Job Title	Name of Personnel	Hourly Rate

Effective Dates of Rates

Signature

NOTE: All licensed professionals in responsible charge of the work MUST be directly employed by the responding Consultant and NOT employed as a Sub-Consultant. Consultant's proposed rates should include and account for all direct labor costs, fringe benefits, insurance, overhead, profit, travel, and all other expenses the Consultant will incur in providing Services. All other Services not included herein shall be negotiated as required.

Exhibit E-2 – Billing Rate Form – Project Management / Planning

Firm Name: _____

Billing Rates*

Do rates include travel charges? ☐ Yes

Note: all rates shall include travel and mileage. These will not be acceptable reimbursable items.

Job Title	Name of Personnel	Hourly Rate

Effective Dates of Rates _____

Signature _____

NOTE: All licensed professionals in responsible charge of the work MUST be directly employed by the responding Consultant and NOT employed as a Sub-Consultant. Consultant's proposed rates should include and account for all direct labor costs, fringe benefits, insurance, overhead, profit, travel, and all other expenses the Consultant will incur in providing Services. All other Services not included herein shall be negotiated as required.

Exhibit F – Certification, Requests for Qualifications

I certify that I have read and received a complete set of documents including the instructions for submitting a Response to the attached Request for Qualifications. I further certify that I am submitting one (1) electronic Response containing a complete, single-document PDF version of the Firm's Response to this request and that I am authorized to commit the Firm to the Response submitted.

I consent to Rancho Santiago Community College District contacting references included in this Statement of Qualifications, including but not limited to other school districts listed herein for the purposes of obtaining information about the survey experience.

FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN A STATEMENT OF QUALIFICATIONS DISQUALIFICATION

SIGNATURE

TYPED OR PRINTED NAME

TITLE

COMPANY

ADDRESS

CITY, STATE, ZIP

TELEPHONE

FAX

DATE

If you are a corporation, please
provide your corporate seal here*.

** due to electronic submittal, a scan is
acceptable*



Exhibit G – Statement of Non-Conflict of Interest

The undersigned, on behalf of the consulting Firm set forth below (the "Consultant"), does hereby certify and warrant that if selected, the Consultant, while performing the consulting services required by the Request for Qualifications, shall do so as an independent contractor and not as an officer, agent or employee of the Rancho Santiago Community College District ("the District").

(1) No officer or agent of the Consultant has been an employee, officer or agent of the District within the past two (2) years;

(2) The Consultant has not been a source of income to pay any employee or officer of the District within the past twelve (12) months;

(3) No officer, employee or agent of the District has exercised any executive, supervisory or other similar functions in connection with the Consultant Agreement or shall become directly or indirectly interested in the Consultant Agreement;

(4) The Consultant shall receive no compensation and shall repay the District for any compensation received by the Consultant under the Consultant Agreement should the Consultant aid, abet or knowingly participate in violation of this statement; and

(5) During the selection process (from the date the RFQ is issued and ending on the date of the award of the contract), if it is determined that any individual(s) who work(s) and/or represent(s) the Consultant for business purposes communicates, contacts and/or solicits District's Governing Board ("Board"), selection committee members, any members of Citizens' Oversight Committee, or with any employee of the District except for clarification and questions as described herein in Section 1.6 in any fashion, such Consultant shall be disqualified from the RFQ selection process and from participating in any future RFQs and/or RFPs. This may also result in the removal of the Vendor, Firm, Contractor and/or Consultant from any established Pre-qualified list, as well as the removal from the "interested vendors" list.

SIGNATURE

PRINTED NAME

TITLE

DATE

IF CONSULTANT IS UNABLE TO VERIFY THAT NO CONSULTANT EMPLOYEES ARE ALSO EMPLOYEES, OFFICERS OR AGENTS OF THE DISTRICT, PLEASE READ SECTION BELOW AND PROVIDE ADDITIONAL INFORMATION ON A SEPARATE SHEET.

(1) Consultants are required to disclose any Consultant's employee, officer or agent who is also an employee of the District. Please provide this information on a separate sheet.

(2) For all "dual employees" disclosed by a Consultant, the Consultant must provide specific details of the general/routine roles and responsibilities of the "dual employee" for the Consultant and the specific duties and responsibilities of the "dual employee" relating to the RFP and services required by the RFP.

(3) For Consultant who discloses that an employee, officer or agent of the Consultant is also a District employee, the District reserves the right to reject any Proposal based on the roles and responsibilities of the "dual employee" violating BP 7004 or Government Code §1126(a).

Exhibit H – Statement of Intent to Meet DVBE Participation Goals

The Rancho Santiago Community College District has a participation goal for disabled veteran business enterprises ("DVBE") of 3 percent, per year.

Each Consultant must complete this form in order to comply with the District's policy for participation of DVBE's. Although it is not specifically required, the Consultant is encouraged to include participation by DVBE enterprises for the Project. The undersigned Consultant certifies the following (please check the one that applies):

- ☐ Contractor is not a certified Disabled Veteran Business Enterprise
- ☐ Contractor will include a certified Disabled Veteran Business Enterprise as part of its services to the District.
- ☐ Contractor will not include a Certified Disabled Veteran Business Enterprise as part of its services to the District. If this box is checked, please explain why:
Explanation: _____

Upon completion of the Project, and if requested by the District, the Contractor agrees it will report to the District in writing the total dollar amount of DVBE participation in the contract awarded to Contractor, and in any change orders for the Project, along with all supporting documentation.

Company: _____

Name: _____

Title: _____

Date: _____

Exhibit I – Questionnaire Form for Local Hire and Local Business

The Rancho Santiago Community College District is interested in furthering opportunities for Local Hires and Local Businesses and the Board of Trustees has established a goal of 50% participation of “Local Hires” and 25% participation of “Local Businesses” for various capital construction projects. It is the intent of the District to not only meet these goals, but to exceed them. As used in this Exhibit, “Local Hire” and “Local Business” is defined as follows:

“Local Hire” means an individual who is “domiciled”, as defined in Elections Code section 349(b), in the following zip codes at least seven days prior to commencing work on the Project: 92602, 92606, 92610, 92612, 92614, 92618, 92620, 92626, 92627, 92660, 92675, 92676, 92679, 92688, 92701, 92703, 92704, 92705, 92706, 92707, 92708, 92780, 92782, 92802, 92805, 92806, 92807, 92808, 92840, 92843, 92861, 92862, 92865, 92866, 92867, 92868, 92869, 92883, or 92887. Local Hire shall also mean a “veteran” as defined in Military and Veterans Code section 980, who possesses a current and valid DD Form 214 card, and will provide work on the Project. Local Hire shall also mean any current or former student that the District determines is or was enrolled as a student at one of the District’s colleges, and will provide work on the Project.

“Local Business” means a business serving as a vendor as defined in Business and Professions Code section 7026 or a business supplying construction-related materials that has its principal headquarters or permanently staffed regional office and that has held a business license within the zip codes listed above for Local Hire for a minimum of three months prior to the date the entity submits a bid, contract, or proposal for the Project. A Local Business vendor must also be properly registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5. Local Business shall also mean any business supplying services or supplies for the Project that has its principal headquarters or permanently staffed regional office and that has held a business license within the zip codes listed above for Local Hire for a minimum of three months prior to the date the entity signs a contract or proposal for the Project. Local Business shall also mean any state or nationally certified minority-owned, women-owned, or disabled veteran business that has performed work for the District or other public agency within the zip codes listed above for Local Hire during the past four years. Certification for a minority-owned, women-owned, or disabled veteran business must be provided to the District. Local Business shall also mean a business that participates in an internship program that is currently approved or recognized by the District. The entity may also apply to obtain District approval of its internship program. The internship program must be approved by the District and must be completed by the end of the Project or by the next semester immediately after completion of the Project. Local Business shall also mean any entity that uses apprentices from a District approved apprenticeship program.

The Consultant agrees it will use Local Hires and Local Businesses to the extent possible or if the opportunity arises at any time. The District may request information or documents to confirm participation by a Local Hire or Business and Consultant agrees to comply with any reasonable requests.

Please complete questions below, including additional sheet for each Subconsultant (if applicable):

Company: _____

- | | | |
|--|------------------------------|-----------------------------|
| 1. Firm is a Minority Business Enterprise (MBE) | ☐ Yes | ☐ No |
| 2. Firm is a Women Business Enterprise (WBE) | ☐ Yes | ☐ No |
| 3. Firm is a Disabled Veteran Business Enterprise (DVBE) | ☐ Yes | ☐ No |

If “yes” for items 1-3 above, provide a copy of certification.

4. Firm is a Veteran Owned Business ☐ Yes ☐ No

If "yes" to 4, provide DD214 Form/Card

5. This business participates in or provides opportunities for internship programs:

☐ Yes ☐ No

If "yes", state type of internship program(s) offered: _____

6. List ALL Team Members who are considered a Local Hire. Check the applicable box(es), if any, pertaining to each individual.

	Team Member (First and Last Name)	Zip Code (for Local Residents Only)	Local Resident*	RSCCD Student**	Veteran	Intern
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

**** A RSCCD student is an individual who is or was enrolled in one or more classes at any of these campuses (Santa Ana College, Centennial Education Center, Digital Media Center, Orange County Sheriff's Regional Training Academy, Santiago Canyon College or Orange Education Center).**

If selected, the Consultant agrees it will use Local Hires and Local Businesses to the extent possible or if the opportunity arises at any time the Consultant is providing services pursuant to this RFQ and the final contract entered into with the District. The District may request information or documents to confirm participation by a Local Hire or Business and Consultant agrees to comply with any reasonable requests.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Exhibit J – Typical Construction Management Agreement

See attached pages

Agreement No.
Board Approval:

<AGREE #>
<Bd. Approval Date>

**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
<CONSTRUCTION MANAGER>**

SAMPLE AGREEMENT

**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
<CONSTRUCTION MANAGER>**

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AGREEMENT FOR MEASURE CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made as of the <Day> day of <Month>, 2016, between the **Rancho Santiago Community College District** ("District") and <Company Name> ("Construction Manager") (collectively, the "Parties"), for the construction management and administration of construction and/or modernization of <Project Name> (See **Exhibit "F"** for project(s) description. Project scope and/or projects may be amended from time to time pursuant to the mutual written agreement of both parties.).

The Project or Projects may include multiple components. Any one of the components or combination thereof for any Project may be changed, including terminated, in the same manner as indicated herein, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Construction Manager shall invoice for each Project component separately and District shall compensate Construction Manager for each Project component separately on a proportionate basis based on the level and scope of work completed for each Project component.

That for and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. DEFINITIONS

- 1.1. In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect:** The architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s). The Architect is a member of the Design Team.
 - 1.1.3. **Construction Manager:** The entity listed in the first paragraph of this Agreement, including all Consultant(s) to the Construction Manager.
 - 1.1.4. **Construction Budget:** The total amount indicated by the District for the Project plus all other costs, including design, construction, administration, financing, and all other costs.
 - 1.1.5. **Construction Cost Budget:** The total cost to District of all elements of the Project designed or specified by the Design Team, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Design Team, the Construction Manager, the cost of the land, rights-of-way, financing or other soft costs which are the responsibility of the District.
 - 1.1.6. **Consultant(s):** Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Construction Manager.
 - 1.1.7. **Design Team:** The architect(s), engineer(s), and other designer(s) that the District designates as designing all or a portion of the Project, including all consultants to the architect(s), engineer(s) or other designer(s), who have a responsibility to the District to design all or a portion of the Project either directly or as a subconsultant or subcontractor.
 - 1.1.8. **DSA:** The Division of the State Architect.
 - 1.1.9. **Extra Services:** Extra Services are defined in Article 7 and **Exhibit "B."**
 - 1.1.10. **Fee:** The Construction Manager's Fee is defined herein, payable as set forth herein and in **Exhibit "D."**

- 1.1.11. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Construction Manager is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

Article 2. SCOPE, RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

- 2.1. **Scope:** Construction Manager shall provide the Services described herein and under **Exhibit "A"** for the Project. The parties agree that the Construction Manager's Services described herein are based on a construction manager / general contractor structure on the Project(s). The District reserves the right to change this structure including, without limitation, utilizing a construction manager / multiple-prime structure, a design-build structure, or a lease-leaseback structure, each of which the Parties agree may require the Construction Manager's Fee and Scope as well as certain terms and conditions of this Agreement to be adjusted by an amendment, in writing and signed by both Parties.
- 2.2. **Coordination:** In the performance of Construction Manager's services under this Agreement, Construction Manager agrees that it will maintain such coordination with District personnel and/or its designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's Design Team, and the persons responsible for operation of the District's Labor Compliance Program, Community and Student Workforce Project Agreement, Local Hire Board Policy, and Owner Controlled Insurance Program, if applicable. If the Construction Manager employs sub-consultant(s), the Construction Manager shall ensure that its contract(s) with its sub-consultant(s) include language notifying the sub-consultant(s) of the District's Labor Compliance Program, Community and Student Workforce Project Agreement, Local Hire Board Policy, and Owner Controlled Insurance Program, if applicable.
- 2.3. **Construction Manager's Services:** Construction Manager shall act as the District's agent to render the services and furnish the work as described in **Exhibit "A,"** which will commence on <Date> and shall be completed no later than <Date> subject to extension for delays attributable to causes not within the Construction Manager's control. Construction Manager's services will be completed in accordance with the schedule attached as **Exhibit "C."**

Article 3. CONSTRUCTION MANAGER STAFF

- 3.1. The Construction Manager has been selected to perform the work herein because of the skills and expertise of key individuals.
- 3.2. The Construction Manager agrees that the following key people in Construction Manager's firm shall be associated with the Project in the following capacities:

Principal-In-Charge:	
Project Director:	
Construction Manager:	
Asst. Construction Manager:	
Other:	
Other:	

- 3.3. The Construction Manager shall not change any of the key personnel listed above without prior written approval by District, unless said personnel cease to be employed by Construction Manager. In either case, District shall be allowed to interview and approve replacement personnel.

- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Construction Manager shall immediately remove that person from the Project and provide a temporary replacement. Construction Manager shall within seven (7) days provide a permanent replacement person acceptable to the District. All lead or key personnel for any Consultant must also be designated by the consultant and are subject to all conditions previously stated in this paragraph.
- 3.5. Construction Manager represents that the Construction Manager has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be employed by Construction Manager.

Article 4. SCHEDULE OF WORK

The Construction Manager shall commence work under this Agreement upon receipt of a Notice to Proceed, and shall prosecute the work diligently as described in **Exhibit "A"** in accordance with the schedule attached as **Exhibit "C."** Time is of the essence and failure of Construction Manager to perform work on time as specified in this Agreement is a material breach of this Agreement.

Article 5. CONSTRUCTION COST BUDGET

- 5.1. The Construction Manager shall develop a cost estimate at each design phase, review architect and third party cost estimates, and participate in reconciling the Construction Cost Budget with the Design Team, District's third party estimator, and the District throughout the design process and construction.
- 5.2. The Construction Cost Budget shall be the total cost to District of all elements of the Project designed or specified by the Design Team. The Construction Cost Budget does not include the compensation of the Construction Manager, the Design Team, sub-consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District.
- 5.3. Construction Manager shall work cooperatively with the Design Team during the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in **Exhibit "A,"** so that the construction cost of the work designed by the Design Team will not exceed the Construction Cost Budget, as may be adjusted subsequently with the District's written approval. The Construction Manager shall notify the District if it believes the construction cost of the work by the Design Team will exceed the Construction Cost Budget. The Construction Manager, however, shall not perform or be responsible for any design or architectural services.
- 5.4. Evaluations of the District's Construction Cost Budget, and preliminary and detailed cost estimates prepared by the Construction Manager, represent the Construction Manager's best judgment as a professional familiar with the construction industry.
- 5.5. If the Procurement Phase has not commenced within ninety (90) days after DSA approval, the Construction Cost Budget shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.
- 5.6. If any of the following events occur:
 - 5.6.1. If the lowest responsive base bid or proposal received is in excess of ten percent (10%) of the Construction Cost Budget, or

- 5.6.2. If the combined total of base bid or proposal and all additive alternates come in fifteen percent (15%) or more under the Construction Cost Budget, or
- 5.6.3. If the Construction Cost Budget increases in phases subsequent to the Design Development Phase due to revisions in the project scope, then the District, in its sole discretion, has one or a combination of the following alternatives:
- 5.6.3.1. Give the Construction Manager written approval on an agreed adjustment to the Construction Cost Budget.
- 5.6.3.2. Authorize the Construction Manager to re-negotiate, where appropriate, or re-bid or re-solicit within three (3) months (exclusive of District and other agencies' review time) at no additional cost to the District.
- 5.6.3.3. Terminate this Agreement if the Project is abandoned, without further obligation by either party.
- 5.6.3.4. Instruct the Design Team to revise the drawings and specifications to bring the Project within the Construction Cost Budget for re-bidding or re-soliciting, with Construction Manager's performing cost estimating, value engineering, and/or bidding and solicitation support at no additional cost to the District.
- 5.7. The Construction Cost Budget shall be reconciled at the completion of each design phase. No adjustment to the Construction Manager's Fee shall result from any of the events described in Section 5.6 without the prior written approval of the District.

Article 6. FEE AND METHOD OF PAYMENT

- 6.1. District shall pay Construction Manager an amount equal to <WRITTEN> dollars (\$<NUMERICAL>) for all services contracted for under this Agreement and as amended, based on the Fee Schedule attached to **Exhibit "D"**.
- 6.2. District shall pay Construction Manager the Fee pursuant to the provisions herein and in **Exhibit "D."**
- 6.3. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Construction Manager's error.
- 6.4. The Construction Manager's Fee set forth in this Agreement shall be full compensation for all of Construction Manager's Services incurred in the performance hereof as indicated in **Exhibit "D"**, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."** ("Fee")

Article 7. PAYMENT FOR EXTRA SERVICES

- 7.1. District-authorized Services outside of the scope in **Exhibit "A"** or District-authorized reimbursable expenses not included in Construction Manager's Fee are "Extra Services." Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Services were authorized in writing in advance by the District and that the Extra Services have been satisfactorily completed.
- 7.2. A written proposal describing the proposed scope of services and listing the personnel, labor

duration, rates, and cost shall be submitted by the Construction Manager to the District for written approval before proceeding with any Extra Services.

Article 8. OWNERSHIP OF DATA

After completion of the Project or after termination of this Agreement, Construction Manager shall deliver to District a complete set of Project records, including without limitation all documents generated by Construction Manager, copies of all documents exchanged with or copied to or from all other Project participants, and all closeout documents. Project records shall be indexed and appropriately organized for easy use by District personnel. All Project records are property of the District, whether or not those records are in the Construction Manager's possession.

Article 9. TERMINATION OF AGREEMENT

- 9.1. If Construction Manager fails to perform Construction Manager's duties to the satisfaction of the District, or if Construction Manager fails to fulfill in a timely and professional manner Construction Manager's material obligations under this Agreement, or if Construction Manager violates any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving written notice thereof to the Construction Manager. In the event of a termination pursuant to this subdivision, Construction Manager may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Construction Manager's actions, errors, or omissions that caused the District to terminate the Construction Manager.
- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Construction Manager may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to Construction Manager's if there is a termination for convenience.
- 9.3. The Construction Manager has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days, or if the default cannot be cured within ninety (90) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Construction Manager. Such termination shall be effective after receipt of written notice from Construction Manager to the District.
- 9.4. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.5. If, at any time in the progress of the Project, the governing board of the District determines that the Project should be terminated, the Construction Manager, upon written notice from the District of such termination, shall immediately cease work on the Project. The District shall pay the Construction Manager only the Fee associated with the Services provided, since the last invoice that has been paid and up to the notice of termination.
- 9.6. If the Project is suspended by the District for more than one hundred and eighty (180) consecutive days, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the Construction Manager's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Construction Manager's services. Upon resumption of the

Project after suspension, the Construction Manager will take all reasonable efforts to maintain the same Project personnel.

Article 10. INDEMNITY

- 10.1. Construction Manager shall indemnify, protect, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, members, and volunteers ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), errors or omissions, or willful misconduct of Construction Manager, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes Construction Manager's liability as to the active or sole negligence or willful misconduct of the District.
- 10.2. Construction Manager shall defend and pay all costs, expenses and fees to defend the Indemnified Parties, from any and all Claim(s), to the extent that the Claim(s) arises out of, pertains to, or relates to the alleged negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), errors or omissions, or willful misconduct of Construction Manager, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. District shall have the right to accept or reject any legal representation that Construction Manager proposes to defend the Indemnified Parties.

Article 11. FINGERPRINTING

- 11.1. Construction Manager shall comply with the provisions of Education Code section 45125.01 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Construction Manager shall not permit any employee to have any contact with District pupils under the age of eighteen (18) until such time as the Construction Manager has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Construction Manager's responsibility shall extend to all employees, agents, and employees or agents of its subcontracts regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Construction Manager. Verification of compliance with this section and the Criminal Background Investigation Certification (**Exhibit "E"**) shall be provided in writing to the District prior to each individual's commencement of employment or participation on the Project and prior to permitting contact with any student.
- 11.2. No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, or contractors are to use drugs on these sites.
- 11.3. Unacceptable and/or loud language will not be tolerated. "Cat calls" or other derogatory language toward students or public will not be allowed.

Article 12. RESPONSIBILITIES OF THE DISTRICT

- 12.1. The District shall examine the documents submitted by the Construction Manager and shall render decisions so as to avoid unreasonable delay in the process of the Construction Manager's services.

- 12.2. The District shall provide to the Construction Manager complete information regarding the District's requirements for the Project.
- 12.3. The District shall retain design professional(s) whose services, duties and responsibilities shall be described in written agreement(s) between the District and design professional(s).
- 12.4. The District shall, in a timely manner, and with Construction Manager's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to Construction Manager's and/or the design professional(s) duties to recommend or provide same.
- 12.5. The District, its representatives, and consultants shall communicate with the construction contractor either directly or through the Construction Manager.
- 12.6. During the Construction Phase of the Project, the District may require that the construction contractors submit all notices and communication relating to the Project directly to the Construction Manager.
- 12.7. The District shall designate an officer, employee and/or other authorized representatives to act on the District's behalf with respect to the Project. The District's representative for the Project shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

Article 13. LIABILITY OF DISTRICT

- 13.1. Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 13.2. Any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays of Construction Manager in its performance hereunder, shall be paid to District by Construction Manager as provided for herein and/or under California law.
- 13.3. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Construction Manager, or by its employees, even though such equipment be furnished or loaned to Construction Manager by District.
- 13.4. The Construction Manager hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. Construction Manager agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverage by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by Construction Manager's insurance company on behalf of the District.

Article 14. INSURANCE

- 14.1. Construction Manager shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to the DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from

CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whos acts any of them may be liable.

- 14.2. **Minimum Scope and limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
- 14.2.1. **Commercial General Liability.** Insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate and automobile liability of insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:
- 14.2.1.1. Owned, non-owned and hired vehicles;
 - 14.2.1.2. Blanket contractual;
 - 14.2.1.3. Broad form property damage;
 - 14.2.1.4. Products/completed operations; and
 - 14.2.1.5. Personal injury.
- 14.2.2. **Workers' Compensation and Employers Liability Insurance.** In accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
- 14.2.3. **Professional Liability.** Including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000) per claim. Such insurance shall be maintained during the terms of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that Consultant subcontracts any portion of the Consultant's duties, Consultant shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and ground for immediate termination.
- 14.3. **Additional Insured.** Article 14, Section 14.2.2 above shall name the DISTRICT and its officers, agents and employees as additional insureds; and shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by the DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to the DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify the DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to the DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse the DISTRICT upon demand for the cost thereof.
- 14.4. The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.
- 14.5. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention exceeding \$25,000 must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or the Construction Manager shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense

expenses.

- 14.6. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

14.6.1. All policies except for the professional insurance policy shall be written on an occurrence form

14.6.2. The District, the Construction Manager, their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Construction Manager; instruments of service and completed operations of the Construction Manager; premises owned, occupied or used by the Construction Manager; or automobiles owned, leased, hired or borrowed by the Construction Manager. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

14.6.3. For any claims related to or arising out of the Construction Manager's operations on this project, the Construction Manager's insurance coverage shall be primary and any insurance or self-insurance maintained by the Additional Insureds shall be noncontributing with respect to Construction Manager's insurance coverage.

14.6.4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

14.6.5. The Construction Manager's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

14.6.6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

- 14.7. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII.

- 14.8. **Verification of Coverage:** Construction Manager shall furnish the District with:

14.8.1. Certificates of insurance showing maintenance of the required insurance coverage;

14.8.2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.

Article 15. **NONDISCRIMINATION**

Construction Manager agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical disability, sex, or sexual orientation of such person. Construction Manager shall comply with any and all regulations and laws governing nondiscrimination in employment.

Article 16. COVENANT AGAINST CONTINGENT FEES

Construction Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Construction Manager, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Construction Manager, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. ENTIRE AGREEMENT/MODIFICATION

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Construction Manager shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Construction Manager specifically acknowledges that in entering this Agreement, Construction Manager relies solely upon the provisions contained in this Agreement and no others.

Article 18. NON-ASSIGNMENT OF AGREEMENT

In as much as this Agreement is intended to secure the specialized services of the Construction Manager, Construction Manager may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Construction Manager and any such assignment, transfer, delegation or sublease without Construction Manager's prior written consent shall be considered null and void.

Article 19. LAW, VENUE

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. The county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. ALTERNATIVE DISPUTE RESOLUTION

All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to by all Parties.

Article 21. SEVERABILITY

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 22. EMPLOYMENT STATUS

- 22.1. Construction Manager shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Construction Manager performs the services which are the subject matter of this Agreement; provided always, however, that the services to be provided by Construction Manager shall be provided in a manner consistent with all applicable standards and regulations governing such services.
- 22.2. Construction Manager understands and agrees that the Construction Manager's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 22.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Construction Manager is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Construction Manager which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 22.4. Should a relevant taxing authority determine a liability for past services performed by Construction Manager for District, upon notification of such fact by District, Construction Manager shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Construction Manager under this Agreement (and offsetting any amounts already paid by Construction Manager which can be applied as a credit against such liability).
- 22.5. A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Construction Manager shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Construction Manager is an employee for any other purpose, then Construction Manager agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Construction Manager was not an employee.
- 22.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 23. WARRANTY OF CONSTRUCTION MANAGER

- 23.1. Construction Manager warrants that the Construction Manager is properly licensed and/or certified under the laws and regulations of the State of California to provide all the services that it has herein agreed to perform.
- 23.2. Construction Manager certifies that it is aware of the provisions of the Labor Code of the State of California, that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it

will comply with those provisions before commencing the performance of the work of this Agreement.

23.3. Construction Manager certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Construction Manager is performing work as part of an applicable "public works" or "maintenance" project, and since the total compensation is One Thousand Dollars (\$1,000) or more, the Construction Manager agrees to fully comply with and to require its sub-consultant(s) to fully comply with all applicable prevailing wage requirements of the California Labor Code.

23.4. This Project(s) is a public works project as defined in Labor Code section 1720. To the extent applicable, the Construction Manager and all subcontractors performing the work for the Project(s) must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations ("DIR") and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of this Agreement. Failure to comply with these requirements shall be deemed a material breach of this Agreement and grounds for termination for cause. To the extent applicable, the Construction Manager and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

Article 24. COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS

Construction Manager shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement is over Five Thousand Dollars (\$5,000).

Article 25. COMMUNICATIONS / NOTICE

Communications between the Parties to this Agreement may be sent to the following addresses:

District Rancho Santiago Community College District 2323 N. Broadway Santa Ana, CA 92706 Attn: Carri Matsumoto, Assistant Vice Chancellor, Facility Planning, Construction & District Support Services	Construction Manager
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The Parties, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Article 26. OTHER PROVISIONS

26.1. The Construction Manager shall be responsible for the cost of construction change orders caused directly by the Construction Manager's willful misconduct or negligent acts, errors or omissions. Without limiting Construction Manager's liability for indirect or consequential cost impacts, the direct costs for which the Construction Manager shall be liable shall equal its proportionate share

of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared construction documents.

- 26.2. Neither the District's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Construction Manager shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Construction Manager's failure to perform any of the services furnished under this Agreement to the standard of care of the Construction Manager for its Services, which shall be, at a minimum, the standard of care of construction managers performing similar work for California community districts at or around the same time and in or around the same geographic area of the District.
- 26.3. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 26.4. The Construction Manager is precluded from bidding any portion of the work for the construction of the project(s).
- 26.5. Effective April 25, 2016, the Board of Trustees adopted Board Policy 3821 Gift Ban Policy. The Construction Manager shall adhere to Board Policy 3821 as there are strict prohibitions outlined in the policy. For further reference and information please read BP 3821 located found on the RSCCD website at <http://www.rscd.edu/Trustees/Pages/BP-3821.aspx>.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

Dated: _____, 20xx

Dated: _____, 20xx

Rancho Santiago Community College District

<Construction Manager>

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facility Planning, Construction and District Support
Services

PURCHASING DEPARTMENT
Rancho Santiago Community College District
2323 N. Broadway, Suite 109
Santa Ana, CA 92706
Linda Melendez, Director of Purchasing Services

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

- | | | |
|----|-----------------------|------|
| 1. | BASIC SERVICES | A-2 |
| 2. | PRECONSTRUCTION PHASE | A-5 |
| 3. | PRE-PROCUREMENT PHASE | A-6 |
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| 5. | CONSTRUCTION PHASE | A-7 |
| 6. | PROJECT COMPLETION | A-10 |
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| 8. | WARRANTY | A-11 |
| 9. | AUDIT | A-11 |

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

Construction Manager shall provide professional services necessary for completing the following:

1. BASIC SERVICES

- 1.1. **General:** Monitor and advise the District as to all material developments in the Project. Construction Manager shall develop and implement with District approval reporting methods for schedules, cost and budget status, and projections for the Project. Construction Manager shall be the focal point of all communication to and from construction contractor(s) and shall be copied on all communications between District and its Design Team during Construction Phase.
- 1.2. **Scheduling:** Prepare methods to track and report on construction schedule status for the Project. Construction Manager shall use Microsoft Project software to develop master construction schedules and milestone schedules for the Project, and shall report on same each month to the District. District shall have full access rights to the scheduling software used by Construction Manager.
- 1.3. **Coordination with Design Team, District, and Others:** Construction Manager shall coordinate with the Design Team, District, and other District Consultants on a numbering and indexing system to coordinate and track proposed change orders, change orders, requests for information, etc.
- 1.4. **Communications to Board:** The Construction Manager may be required to attend select District's governing board meetings to provide updates. In addition, the Construction Manager may be required to attend District property committee meetings, Citizen Bond Oversight Committee meetings, COC, or other Project-related meetings within the campus or community.
- 1.5. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.6. Advise the District as to the regulatory agencies or authorities that have jurisdiction over the Project, and as to coordination with and implementation of the requirements of the regulatory agencies or authorities, including without limitation the Division of the State Architect.
- 1.7. Contract for or employ, at Construction Manager's expense, sub-consultant(s) to the extent deemed necessary for Construction Manager's services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the Construction Manager under terms of this Agreement.
- 1.8. Cooperate with other professionals employed by the District for the design, coordination or management of other work related to the Project, including but not limited to: Design Team, third party cost estimator, commissioning agent, geotechnical engineer, environmental engineer, project inspector, and special inspector.
- 1.9. Chair, conduct and take minutes of construction meetings during the course of the projects. Construction Manager shall invite the District and/or its representative to participate in these meetings. Construction Manager shall keep meeting minutes to document comments generated in these meetings.
- 1.10. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of

construction, and other services furnished by Construction Manager under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to Construction Manager. Construction Manager shall, without additional compensation, correct or revise any errors or omissions in the deliverables it generates.

- 1.11. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- 1.12. Maintain project records (both hard copy and electronic) in accordance with the District's project filing system. All records, including but not limited to: correspondence, constructability reviews, value engineering reports, DSA forms, RFIs, change orders, and payment applications shall be provided to the District on a monthly basis for an accurate reflection of the project files. All files shall be transmitted to the District at the project completion.
- 1.13. Coordinate transmittal of documents to regulatory agencies for review and shall advise the District of potential problems in completion of such reviews.
- 1.14. Prepare a bidders list for each bid package for approval by District.
- 1.15. Assist the District in pre-qualifying bidders if prequalification is desired by the District. This service shall include the following:
 - 1.15.1. Preparation and distribution of prequalification questionnaires;
 - 1.15.2. Receiving and analyzing completed questionnaires;
 - 1.15.3. Interviewing possible bidders, bonding agents and financial institutions; and
 - 1.15.4. Preparing recommendations for the District.
- 1.16. Conduct a telephonic and correspondence campaign to attempt to increase interest among qualified bidders.
- 1.17. Assist the District in preparing and placing notices and advertisements to solicit bids for the Project, if requested.
- 1.18. Coordinate the delivery of Bid Documents to the bidders. The District shall obtain the District-approved Contract Documents from the Design Team and the Construction Manager shall arrange for printing, binding, wrapping, and delivery to the bidders. The Construction Manager shall not be responsible for the cost of printing Bid Documents. The Construction Manager shall maintain a list of bidders receiving Contract Documents.
- 1.19. Prepare an estimate of costs for all addenda and submit the estimate to the District for approval. The Construction Cost Budget and other Project costs shall be adjusted as indicated in the Agreement. Construction Manager shall not be entitled to an adjustment of its Fee as a result of any such addenda without the prior written approval of the District.
- 1.20. Provide and maintain a management team on the Project sites during construction.
- 1.21. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.

1.22. Comply with any storm water management program that is approved by the State and County and applicable to the Project, at no additional cost to the District.

1.22.1. Ensure that all Project contractor(s), Project sub-contractor(s) and Construction Manager's sub-consultant(s) comply with any District-approved storm water management program that is applicable to the Project, at no additional cost to the District.

1.23. Provide direction and planning to ensure Project adherence to applicable environmental requirements such as those emanating from the Environmental Protection Agency (EPA), Cal/EPA, the California Environmental Quality Act ("CEQA"), Air Quality Management District and State of California and Regional Water Quality Control Board laws, regulations and rules. The Construction Manager shall comply with, and ensure that all contractors and their subcontractors and Design Team and their sub-consultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

1.24. Provide oversight of construction contractor compliance with the District's Owner Controlled Insurance Program (OCIP), in conjunction with the District's Insurance Agency.

Note to Editor: If project is utilizing the CSWPA, then the Board Policy 6610 referred to below is not applicable and shall be deleted.

1.25. Provide oversight of construction contractor compliance with the District's Local Hire Board Policy 6610.

1.26. Provide oversight of construction contractor compliance with the District's Community and Student Workforce Project Agreement (CSWPA), in conjunction with the District's Labor Compliance Administrator.

1.27. Construction Manager must be familiar with the District's Facility Design Standards (FDS) and assist the District in review of drawings for conformance to the FDS.

1.28. Construction Manager is NOT responsible for the following scopes of work or services, but shall assist the District in procuring these scopes of work or services when required and Construction Manager shall coordinate and integrate its work with any scopes of work or services provided by District related to the following:

1.28.1. Ground contamination or hazardous material analysis.

1.28.2. Any asbestos testing, design or abatement.

1.28.3. Compliance with the CEQA, except that Construction Manager shall provide current information for use in CEQA compliance documents.

1.28.4. Historical significance report.

1.28.5. Soils investigation.

1.28.6. Geotechnical hazard report.

- 1.28.7. Topographic survey, including utility locating services.
- 1.28.8. Other items specifically designated as the District's responsibilities under this Agreement.
- 1.28.9. As-built documentation from previous construction projects.

2. PRECONSTRUCTION PHASE

- 2.1. Provide reports and/or analysis, as requested by the District, such as but not limited to: construction type comparison, market trend changes, risk analysis, schedule analysis, etc.
- 2.2. Attend bi-weekly project meetings with District and Design Team.
- 2.3. **Value Engineering.** Provide value engineering at each phase of the design process including: Schematic Design Phase, 100% Design Development Phase, 60% Construction Document Phase, and 100% Construction Document Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the Design Documents and shall be coordinated with the District's design guidelines and the Design Team. The Construction Manager will prepare a value engineering report that will document the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The Construction Manager shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.
 - 2.3.1. The Construction Manager shall organize and conduct a value engineering workshop for the Project.
 - 2.3.1.1. The Construction Manager shall invite the District and Design Team to participate in the workshop.
 - 2.3.1.2. Prior to the value engineering workshop, the Construction Manager and the Design Team will provide all participants with a preliminary list of value engineering items for discussion and order of magnitude estimates of cost both for design and construction.
 - 2.3.1.3. The workshop will consist of an initial Project design review, research of alternative solutions, and evaluations of alternatives. The workshop will conclude with a review of design and construction costs, benefits of various items selected, and selection of items to be incorporated into the Project design.
 - 2.3.1.4. The Construction Manager will incorporate the workshop findings into one complete report for submittal to the District and Design Team.
 - 2.3.2. Value engineering is expected to be an ongoing process to determine ways to build a more efficient and economical Project without reducing its quality and meet its goals and objectives.
 - 2.3.3. Construction Manager shall keep a running log of all potential value engineering items and their associated cost savings. Cost savings shall be reconciled throughout the design phase.
- 2.4. **Constructability Reviews.** Perform constructability reviews and site verification of the Project at 100% Schematic Design, 100% Design Development, 60% Construction Documents, and 100%

Construction Documents. The Construction Manager shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided as written notations on the documents via Bluebeam to the District. The Construction Manager shall also make recommendations to the District with respect to constructability, construction cost sequence of construction, construction duration and separation of the contracts for various projects into categories of the work and separate bid trade packages. However, the Construction Manager is not responsible for providing, nor does the Construction Manager control, the Project design or the contents of the design documents. The Construction Manager's actions in reviewing the Project design and design documents and in making recommendations as provided herein are advisory only to the District. The Design Team members are not third party beneficiaries of the Construction Manager's work described in this paragraph and the Design Team members remains solely responsible for the contents of design drawings and design documents.

- 2.5. Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by District, in coordination with the Design Team and advise and consult with District. Construction Manager shall review and approve construction contractor(s) schedules, but shall not dictate any construction contractor(s)' means and/or methods of performance.
- 2.6. Develop mockup project construction schedule and evaluate sequencing and logistics including traffic management plan. Construction schedule needs to take the College's schedule into account to ensure activities for construction don't interrupt planned campus activities/events.
- 2.7. Coordinate with District staff, construction contractor(s), and District site staff, and develop a logistics plan(s) including, but not limited to: parking, traffic, path of travel, fencing, and laydown areas for possible inclusion into the bidding documents.
- 2.8. Establish schedules for the soils consultant, for any hazardous materials testing and other consultants, and review costs, estimates, and invoices of each.
- 2.9. Organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Construction Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.
- 2.10. Attend all planning, programming and master site planning meetings relating to the Project, as requested by the District.
- 2.11. Provide updated cost estimates for the Project at 100% Schematic Design, 100% Design Development, 60% Construction Documents, and 100% Construction Documents Phase as directed by District; coordinate with the Design Team and reconcile cost estimates with Design Team and District's third party estimator.
- 2.12. Advise District regarding "green building" technology and lifecycle costing.
- 2.13. Assist District in selecting and retaining special consultants including, without limitation, project inspectors, hazardous materials consultants, geotechnical engineers, commissioning agent, surveyors, and testing laboratories, and coordinate their services.

3. PRE-PROCUREMENT PHASE

- 3.1. Update project bid award and construction schedule for the Project.
- 3.2. Construction Manager shall in consultation with District and according to District approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.
- 3.3. Work with the District and Design Team to modify or add to standard, special, or general conditions for Contract Documents that might be needed for unique Project or bid package conditions, for District's approval.
- 3.4. Work with the Design Team to separate the construction phase for the Project into bid packages.

4. PROCUREMENT PHASE

- 4.1. Conduct pre-bid / pre-proposal conferences to familiarize construction contractors with the bidding or procurement documents, and any special systems, materials or methods and with Project procedures. Receive questions from bidders or proposers, referring questions to the Design Team and District as required. Coordinate with the Design Team to respond to bidder or proposer questions by addenda.
- 4.2. Prepare bid or proposal analyses and advise District on compliance of bidders or proposers with District requirements and solicitation requirements. Report and recommend to District after review and evaluation. Make recommendations to District for prequalification of bidders and proposers and award of contracts or rejection of bids or proposals.
- 4.3. Conduct pre-award conferences with successful construction contractors.
- 4.4. Schedule and conduct preconstruction meetings; maintain, prepare, and distribute minutes.
- 4.5. Update construction logistics plan(s).
- 4.6. Ensure that construction contractor(s) timely obtain all required permits, inspections, and approvals necessary to complete the Project.

5. CONSTRUCTION PHASE

- 5.1. Cost Controls: Prepare and implement methods to budget and track all expenditures on the Project.
- 5.2. Administer the construction contracts.
- 5.3. Monitor the construction contractor(s) to verify that tools, equipment, and labor are furnished and work performed and completed within the time as required or indicated by the plans and specifications, to the satisfaction of the District. Construction Manager expressly agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management. Construction Manager shall not, however, be responsible for directing construction contractor(s)' means and methods.
- 5.4. Assist District in resolving issues pertaining to the plans and specifications and the development of District standards. Assist District in review and approval of requests for substitution of materials or any deviation from the plans and specifications that are made by the Design Team or construction contractor(s).

- 5.5. Coordinate work of the construction contractor(s) and effectively manage the project to achieve the District's objectives in relation to cost, time and quality. Construction Manager shall not, however, be responsible for directing construction contractor(s)' means and methods.
- 5.6. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction contractor(s), and the Design Team.
- 5.7. Attend Project job site meetings.
- 5.8. Ensure that construction contractor(s) provide construction schedules as required by their construction contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. Construction Manager shall review construction contractor(s)' construction schedules for conformity with the requirements of the construction contract(s) and conformity with the overall schedule for the Project. Where construction contractor(s)' construction schedules do not so conform, Construction Manager will take appropriate measures to secure compliance, subject to District approval.
- 5.9. Ensure construction contractor(s)' compliance with the requirements of their respective construction contracts for updating, revising, and other obligations relative to their respective construction schedules. Construction Manager shall incorporate construction contractor(s)' construction schedule updates and revisions into the Project construction schedule.
- 5.10. Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when construction contractor(s) fails to fulfill contractual requirements.
- 5.11. The Construction Manager may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The Construction Manager shall provide to the Design Team and the District copies of these authorizations.
- 5.12. Develop, implement, and coordinate with assistance from the District, the Design Team, and the Project Inspector(s) ("Inspector"), procedures for the submittal, review, verification and processing of applications by construction contractor(s) for progress and final payments for all construction contracts.
- 5.13. The Construction Manager shall review the construction contractor(s)' Safety Program submittals and review and document the implementation of the construction contractor(s)' Safety Program. The Construction Manager shall report any observed deviations from the construction contractor(s)' Safety Program and applicable CalOSHA requirements to the appropriate construction contractor personnel and follow-up with a written safety notice to both the construction contractor and the District. Neither the Construction Manager nor the District shall be responsible for or have any liability for construction contractor(s) failure to provide, comply with or enforce said safety programs.
- 5.14. Record the progress of the Project by a daily log and historical progress of the Project through photographs.

- 5.15. Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to Construction Manager.
- 5.16. Negotiate construction contractor's proposals and review with the District. Ensure construction contractor's proposals have substantiated back-up and that proposed costs are reasonable. Review costs for time and materials. Prepare change orders and submit a pencil draft to District for review prior to circulating for signatures, with District and Design Team's input as needed, for approval by the District's governing board. Coordinate with Construction contractor(s) and Design Team to provide District change order documentation in standard District format. Assist District to prepare reports for the District's governing board on change orders and the status of all Project contingency funds. Follow the District's board calendar with timelines, deadlines, and approval process.
- 5.17. Maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 5.18. Implement procedures for issues identification and resolution of actual or potential claims of construction contractor(s) and take actions to mitigate all claims against the District and attempt to eliminate and/or settle all claims.
- 5.19. Provide ongoing, as needed, assistance to the District in oversight and invoice review of special consultants including, without limitation, project inspectors, hazardous materials consultants, geotechnical engineers, commissioning agent, surveyors, and testing laboratories, and coordinate their services.
- 5.20. Assist District in review and approval of uses of any Project contingency fund.
- 5.21. In conjunction with the Inspector and the Design Team, monitor work of the construction contractor(s) to determine that the work is being performed in accordance with the requirements of the Construction Documents and all DSA requirements. As appropriate, with assistance from the Design Team and the Inspector, make recommendations to District regarding special inspection or testing of work that is not in accordance with the provisions of the construction Contract Documents.
- 5.22. Construction Manager shall ensure that as-built drawings are accurate and are timely submitted by the construction contractor(s).
- 5.23. To protect District against defects in the work of the construction contractor(s), Construction Manager shall establish and implement a quality control program to monitor the quality and workmanship of construction for conformity with:
- 5.23.1. Accepted industry standards;
- 5.23.2. Applicable laws, rules, or ordinances; and
- 5.23.3. The design documents and Contract Documents;
- 5.23.4. Where the work of a construction contractor does not conform as set forth above, Construction Manager shall, with the input of the Design Team:
- 5.23.4.1. Notify the District of any non-conforming work observed by the Construction

Manager;

5.23.4.2. Reject the non-conforming work; and

5.23.4.3. Take any and all action(s) necessary to compel the construction contractor(s) to correct the work.

- 5.24. Maintain logs of requests for information ("RFI") and complete records of all RFIs received from construction contractor(s), based on information obtained from the Design Team. File RFIs electronically per District's standard filing procedure.
- 5.25. Establish and implement procedures, in collaboration with the District and the Design Team, for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction contractor(s) to the Design Team for review and approval. Maintain submittal and shop drawing logs.
- 5.26. Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.
- 5.27. Prepare and distribute monthly project status reports for the Project, including updates on project activities, progress of work, outstanding issues, potential problems, schedule, status of RFIs, change orders, and submittals.
- 5.28. Maintain at the Project site and, if necessary at the District Facilities office, a current copy of all approved documents, drawings, specifications, addenda, change orders, meeting minutes, RFIs, change order requests, construction change directives, and other modifications and drawings marked by the construction contractor(s) to record all changes made during construction. These shall include shop drawings, product data, samples, submittals, applicable handbooks, maintenance and operating manuals and instructions, and other related documents and revisions which are relevant to the contract work. Maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction contractor(s). Construction Manager shall file all documents electronically and in hard copy in accordance with the District's filing procedures. At the completion of the Project, deliver all such records to District. Construction contractor(s) and the Design Team share responsibility to prepare "Record Drawings" and "As-Built" documents.

6. PROJECT COMPLETION

- 6.1. The Construction Manager shall observe, with District's maintenance personnel, the construction contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The Construction Manager shall maintain records of start-up and testing as provided by the construction contractor(s), ensure District of compliance with applicable provisions of the contract(s), that all work has been performed and accepted, and that all systems are complete and operative in conjunction with the District's commissioning agent.
- 6.2. At the punch list phase of the Project or designated portions thereof, the Construction Manager shall, in consultation with the District, Design Team, and Inspector, ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. The Construction Manager shall provide this list to the construction contractor(s). The Construction Manager shall coordinate construction contractors' performance and completion of

punch list work. The Construction Manager shall review the completed punch list work with the District, Design Team, and Inspector. The Construction Manager shall ensure, with input from these entities, that the completed punch list work complies with applicable provisions of the Construction contract(s).

- 6.3. If the construction contractor(s) refuses to make punch list work corrections, Construction Manager shall provide pricing for each punch list item to assist the District in being able to determine the proper amount to back-charge the construction contractor(s).
- 6.4. The Construction Manager shall determine, with the District, Design Team, and Inspector, when the Project or designated portions thereof are complete.
- 6.5. The Construction Manager shall conduct, with the District, Design Team, and Inspector, final inspections of the Project or designated portions thereof. The Construction Manager shall notify District of final completion.
- 6.6. The Construction Manager shall consult with the District, Design Team, and Inspector and shall determine when the Project and the construction contractor's work are finally completed. The Construction Manager shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the construction contractors.

7. FINAL DOCUMENTS

- 7.1. The Construction Manager shall review, monitor and approve all as built drawings, maintenance and operations (M&O) manuals, warranty/guarantee certificates, and other closeout documents to be sure all required documents meeting contract requirements are provided, and shall secure and transmit to the District those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Construction Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project.
- 7.2. The Construction Manager shall use its best efforts and all due diligence to ensure all Project participants provide all required closeout documents and information on a timely basis and to not cause a delay in Project completion or DSA's approval of the Project."

8. WARRANTY

The Construction Manager shall implement a Warranty Inspection and Warranty Work procedure that all construction contractors are to follow. The procedure shall include a twenty-four (24) month call back period and a final warranty inspection twenty-three (23) months after Project completion to inspect the Project and identify any outstanding warranty work.

9. AUDIT

Construction Manager shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Construction Manager transacted under this Agreement. Construction Manager shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Pursuant to Government Code Section 8546.7, this Agreement shall be subject to examination and audit of the State Auditor as specified in the code. Construction Manager shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the

Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Construction Manager and shall conduct audit(s) during Construction Manager's normal business hours, unless Construction Manager otherwise consents.

SAMPLE AGREEMENT

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

[THESE TASKS WILL BE "EXTRA SERVICES" FOR ANY HOURLY / T&M FORM OF COMPENSATION]

The following Extra Services to this Agreement shall be performed by Construction Manager if needed and requested by District as indicated in the Agreement. The rates identified in the Fee Schedule attached to **Exhibit "D"** include overhead, administrative cost and profit and shall be utilized in arriving at the fee for Extra Services:

1. Providing services required because of significant documented changes in the Project after the Design Development phase initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of construction contractor(s), or by major defects or deficiencies in the work of the construction contractor(s), or by failure of performance of the District's consultants, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of completion of work on the Project involved.
4. The selection, layout, procurement or specification at the District's request of movable furniture, furnishings, equipment or other articles that are not included in the Contract Documents.
5. Providing surveys relative to future facilities, systems or equipment which are not intended to be constructed during the Construction Phase.
6. Preparing to serve or serving as a witness in connection with any public hearing (except for a construction contractor's hearing necessitated by its request to substitute a subcontractor), dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of Construction Manager or where the Construction Manager is party thereto.
7. Performing technical inspection and testing.
8. Providing any other services not otherwise included or reasonably inferred by the terms in this Agreement or not customarily furnished in accordance with generally accepted scope of project construction management practice.

EXHIBIT "C"

SCHEDULE OF WORK

[TO BE AGREED TO BY THE PARTIES AND ATTACHED PRIOR TO EXECUTION OF THE AGREEMENT.]

SAMPLE AGREEMENT

EXHIBIT "D"

FEE SCHEDULE

Compensation

1. The Construction Manager's fee set forth in this Agreement shall be full compensation for all of Construction Manager's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**
2. The Fee shall not exceed the amount set forth in the Agreement, including all billed expenses, without advance written approval of the District. The Fee shall be paid as indicated below:

PERCENTAGE OF TOTAL FEE PER PHASE		
Phase		Phase Amount
Preconstruction Phase		15%
Pre-Procurement Phase		5%
Procurement Phase		10%
Construction Phase		60%
Project Completion Phase (Close Out) - (Divided as indicated below)		10%
Sign Off On Punch List	3%	
Receive and Review All M&O Documents	3%	
Filing All DSA Required Close Out Documents	2%	
Receiving DSA Close Out Certification	2%	

Method of Payment

1. Construction Manager shall submit monthly invoices on a form and in the format approved by the District.
2. Construction Manager shall submit to District on a monthly basis documentation showing proof that payments were made to his/her sub-consultants, if applicable.
3. Upon receipt and approval of Construction Manager's invoices, the District agrees to make payments on all undisputed amounts within sixty (60) days of receipt of the invoice.

Hourly Rates

1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. Construction Manager shall bill in quarter-hour increments for all Extra Services.

<u>Job Title</u>	<u>Hourly Rate</u>
Principal In Charge:	\$.00
Project Director:	\$.00
Construction Manager (s):	\$.00
Assistant Construction Manager	\$.00
Other	
Other	

2. The mark-up on any reimbursable or approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed five percent (5%).

EXHIBIT "E"

- | | | |
|----|--|-----|
| 1. | ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION | E-2 |
| 2. | CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION | E-3 |

SAMPLE AGREEMENT

ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION
(Public Contract Code section 3006)

PROJECT/CONTRACT NO.: _____ between **Rancho Santiago Community College District** ("District" or "Owner") and _____ ("Construction Manager") ("Contract" or "Project").

I _____, _____
Name Name of Construction Manager

certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract on this project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I _____, _____
Name Name of Construction Manager

certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I _____, _____
Name Name of Construction Manager

Have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: _____

Proper Name of Construction Manager: _____

Signature: _____

Print Name: _____

Title: _____

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: <PROJECT NAME> between Rancho Santiago Community College District (the "District" or the "Owner") and _____ (the "Construction Manager") (the "Contract" or the "Project"). This Project may involve work around or in the vicinity of minor students, pupils, or children ("Minor Pupils"), and therefore Construction Manager is required to submit this form to the District in compliance with Education Code section 45125.1 and other applicable law.

The undersigned does hereby certify to the governing board of the District that:

- (1) He/she is a representative of the Construction Manager,
- (2) He/she is familiar with the facts herein certified,
- (3) He/she is authorized and qualified to execute this certificate on behalf of Construction Manager; and
- (4) That the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Construction Manager has taken at least one of the following actions with respect to the Project (check all that apply):

_____ The Construction Manager has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Construction Manager's employees and all of its subcontractors' employees who may have contact with Minor Pupils at the Project in the course of providing services pursuant to the Contract, and the California Department of Justice ("DOJ") has determined (per the DOJ process for Applicant Agencies described more fully on its website, located at: <http://oag.ca.gov/fingerprints/agencies>) that none of those employees have been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Construction Manager's employees and of all of its subcontractors' employees who may come in contact with Minor Pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Construction Manager certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Construction Manager who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Construction Manager's employees and its subcontractors' employees is:

Name: _____

Title: _____

_____ The Work on the Contract is at an unoccupied site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with Minor Pupils at the Project.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Construction Manager that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Construction Manager's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with Minor Pupils at the Project regardless of whether they are designated as employees or acting as independent contractors of the Construction Manager.

Date: _____

Proper Name of Construction Manager: _____

Signature: _____

Print Name: _____

Title: _____

SAMPLE AGREEMENT

EXHIBIT "F"

PROJECT DESCRIPTION

<INSERT SPECIFIC PROJECT DESCRIPTION>

SAMPLE AGREEMENT

SAMPLE AGREEMENT

Exhibit K – Typical Project Management / Planning Agreement

To be issued via addendum at a later date