

**SANTA CLARITA COMMUNITY COLLEGE DISTRICT**

**REQUEST FOR QUALIFICATIONS AND PROPOSALS (“RFQ”)  
FOR ON-GOING CONSTRUCTION MANAGEMENT SERVICES**

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**SANTA CLARITA COMMUNITY COLLEGE DISTRICT  
REQUEST FOR QUALIFICATIONS (“RFQ”)  
FOR ON-GOING CONSTRUCTION MANAGEMENT SERVICES**

Santa Clarita Community College District (“District”) requests that construction management services firms (“Respondents”) submit written responses to this RFQ for on-going construction management services.

1. Request for Qualifications

1.1. General.

1.1.1. Purpose of RFQ. This RFQ is a part of the process for the District’s selection and retention of a pool of qualified construction management services firms to provide project and construction management services for Projects assigned by the District. Timely submitted RFQ Responses will be evaluated by a Selection Committee to ascertain the Respondents’ respective qualifications, based on the criteria established in this RFQ. Following the Selection Committee’s determination of which Respondents meet or exceed the qualifications standards set forth in this RFQ, in the sole and exclusive discretion of the Selection Committee, Respondents deemed qualified may be requested to participate in an interview with the Selection Committee as part of the process for selection and retention of construction management services firms for the Projects assigned by the District.

1.1.2. Obtaining RFQ. This RFQ may be obtained from the District by contacting the District’s Facilities/Construction Administrative Assistant whose contact information is noted herein. The RFQ is also available online at:

<https://www.canyons.edu/administration/facilities/>

1.2. District RFQ Contacts. Questions or other communications relating to this RFQ shall be directed to the District at:

Santa Clarita Community College District  
Attention: Jim Schrage, V.P. Facilities  
26455 Rockwell Canyon Rd.  
Santa Clarita, California 91355  
[Jim.schrage@canyons.edu](mailto:Jim.schrage@canyons.edu)  
661-362-3222

1.3. District Modifications to RFQ. The District expressly reserves the right to modify any portion of this RFQ prior to the latest date/time for submission of RFQ Responses, including without limitation, the cancellation of this RFQ. Modifications, if any, made by the District to the RFQ will be in writing; potential Respondents who have obtained this RFQ from the District prior to any such modifications will be issued modifications to the RFQ by written addenda.

1.4. No Oral Clarifications/Modifications. The District will not provide any oral clarifications or modifications to the RFQ or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFQ. No Respondent shall rely on any oral clarification or modification to the RFQ.

1.5. Public Records. Except for materials deemed Trade Secrets (as defined in California Civil Code §3426.1) and materials specifically marked “Confidential” or “Proprietary,” all materials submitted in response to this RFQ are deemed property of the District and public records upon submission to the District. Financial statements are not subject to disclosure under the Public Records Act. The foregoing notwithstanding, the District may reject for non-responsiveness the RFQ Response of a Respondent who indiscriminately notes that its RFQ Response or portions thereof are “Trade Secret” “Confidential” or “Proprietary” and exempt from disclosure as a public record. The District is not liable or responsible for the disclosure of RFQ Responses, or portions thereof, deemed to be public records, including those exempt from disclosure if disclosure is by law, by an order of

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Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosures of the contents of any portion of a RFQ Response deemed exempt from disclosure hereunder, by submitting a response to this RFQ, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

1.6. Errors/Discrepancies/Clarifications to RFQ. If a Respondent encounters errors or discrepancies in this RFQ or portions hereof, the Respondent shall immediately notify the District of such error or discrepancy. Any Respondent seeking clarification of any portion of this RFQ shall submit the requested clarification in writing to the District. Responses of the District to any requested clarification will be in writing; if in the sole judgment of the District, any clarification response affects the RFQ or other Respondents, the District will issue the clarification response by a written addendum distributed to all potential Respondents who have theretofore obtained this RFQ from the District. All requests for clarification of this RFQ must be submitted and actually received by the District no later than **5:00 PM on Thursday, July 11, 2019**; the District will not respond to clarification requests submitted thereafter. All communications to the District shall be as set forth in Paragraph 1.2 above.

1.7. RFQ Response Costs. All costs and expenses incurred by a Respondent to prepare and submit a response to this RFQ shall be borne solely and exclusively by the Respondent.

2. RFQ Documents. In addition to this RFQ, the following form a part of the RFQ:

Attachment A	Qualifications Statement
Attachment B	Agreement for On-Going Construction Management Services ("CM Contract")
Attachment C	Proposal

3. The District and the Projects.

3.1. The District. Santa Clarita Community College District (District) is within the California Community College system in Los Angeles County. Formed in 1969, the Santa Clarita Community College District began serving the higher education needs of Santa Clarita Valley residents in shared facilities with the William S. Hart Union School District. Construction of the permanent campus began in 1970, with the poured in place concrete buildings being redesigned and constructed after the 1971 Sylmar earthquake. The campus remained "as original" until 1992, at which time a substantial expansion effort began. In fact, between 1995 to current, the campus has grown from <200,000 sf to nearly 950,000 sf, over two sites (Valencia and Canyon Country). Passage of local bonds in 2001, 2006 and 2016 have yielded nearly \$500 million of capital improvements, with nearly \$180 million left to allocate with the current bond, Measure E. The current Educational and Facilities Master Plan includes major new projects at the Canyon Country site and extensive Modernizations at the Valencia site.

3.2. The Assigned Projects. The construction management services firms selected through this RFQ will be included in a "pool" of construction management firms from which the District will assign specific Projects from time-to-time, at the sole discretion of the District. The scope of Projects assigned to the selected construction management services firms are anticipated to include a range of projects from minor modernizations to multi-million-dollar construction projects, all of which will be per CM-Multiple Prime delivery method. The scope of services to be provided by the CM for a Project and the compensation to the CM for a Project and other specific obligations of

the CM relating to a Project assigned to the CM will be negotiated on a per project basis.

4. RFQ Response

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

Activity	Completion Date
Non-mandatory pre-proposal conference 26455 Rockwell Canyon Rd., Santa Clarita, CA 91355 Facilities X-10 Building, Conference Room Park in Lot #10	Thursday, June 27, 2019 1:30 PM
Last day for submittal of RFQ questions	Thursday, July 11, 2019 5:00 PM
Responses to RFQ Questions issued	Friday, July 19, 2019
Latest date and time for submittal of RFQ Responses	Tuesday, July 30, 2019 2:00 PM
Interviews (if conducted)	Wednesday August 7, 2019 to Friday, August 9, 2019
Board action to approve CM Pool (if necessary)	Wednesday, September 11, 2019

4.2. Submission of RFQ Responses.

4.2.1. Latest Date/Time for Submission of RFQ Response. **The latest date/time for submission of RFQ Responses is set forth in Paragraph 4.1.** RFQ Responses which are not actually received in the office of the District’s Facilities/Construction Administrative Assistant at or prior to the latest date/time for submission of RFQ Responses will be rejected by the District for non-responsiveness. Respondents are solely responsible for the timely submission of RFQ Responses. Respondents are advised that the District utilizes a centralized mailroom for the receipt of items transmitted by United States Mail and private courier services, including FedEx, California Overnight, DHL, etc. Items received in the centralized mailroom will be distributed to the intended recipients only as part of the mailroom’s daily delivery routine. A response to this RFQ which is received in the District’s central mailroom will not be deemed received by the office of the District’s Facilities/Construction Administrative Asst. until delivery of such item is effectuated to the office of the District’s Facilities/Construction Administrative Asst. Accordingly, Respondents are encouraged to personally deliver RFQ Responses directly to the office of the District’s Facilities/Construction Administrative Asst. or to retain a private service to personally deliver RFQ Responses to the Office of the Facilities/Construction Administrative Asst.

4.2.2. Location for Submission of RFQ Response. RFQ Responses shall be enclosed and sealed in an envelope or container bearing the title of the project, the project’s number and the name of the Bidder, and delivered in one of the following methods:

Hand-delivered to: Santa Clarita Community College District Attention: Samantha Weber Facilities/Construction Admin. Asst. 26455 Rockwell Canyon Rd. Santa Clarita, CA 91355	U.S. Postal Service, UPS, FedEx, or other common carrier delivered to: Santa Clarita Community College District Attention: Samantha Weber Facilities/Construction Admin. Asst. 26455 Rockwell Canyon Rd. Santa Clarita, CA 91355
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**EMAIL OR FAXED STATEMENTS OF QUALIFICATION/PROPOSAL WILL NOT BE ACCEPTED.**

It is the responsibility of Respondents to verify that their RFQ Responses have been received by the District prior to the opening date. Verification of receipt can be made by emailing [Samantha.weber@canyons.edu](mailto:Samantha.weber@canyons.edu).

#### 4.3. RFQ Response Contents/Format.

4.3.1. RFQ Response. All materials submitted in response to this RFQ shall be on 8 ½" x 11" paper, preferably in portrait orientation, 12-point (or larger) Arial, Calibri or Times New Roman font with 1" page margins on all sides. Mistakes may be crossed out and corrections made adjacent, however, each correction must be initialed by the person signing the Statement of Qualification/Proposal. All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Tabbed dividers should be used to identify and separate discrete sections of the RFQ Response which correspond to the RFQ Response Format described in Paragraph 4.4 below.

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

4.3.3. Copies of RFQ Response. Each Respondent shall submit one (1) complete electronic version on a flash drive, one (1) original and three (3) copies of their respective RFQ Responses.

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

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

4.4.2. Letter of Interest. Include a brief letter expressing the interest of the Respondent in providing on-going construction management services and a brief statement of the qualifications of the Respondent to provide the requested construction management services. Provide contact information, including the telephone number, fax number and email address for the personnel of the Respondent who will be receiving notices and other communications from the District regarding the RFQ. The letter of interest should be bound with other materials responding to this RFQ.

4.4.3. Table of Contents. Include a Table of Contents reflecting each of the following sections of the RFQ Response:

Tab 1; CM's Statement of Qualifications. Complete the Statement of Qualifications, Attachment A to this RFQ for the Respondent.

Tab 2; Relevant Project Experience. Provide additional details of the Projects identified in the Statement of Qualifications which reflect the skills, experience and other qualifications of the Respondent to successfully complete construction management services for the Projects. Include in the discussion of relevant project experience, the experience of the Respondent for the following: (i) conformity to schedule and budget requirements; (ii) California community college projects; (iii) projects subject to Division of State Architect (“DSA”) review and approval. This section of the RFQ Response shall not exceed fifteen (15) pages.

Tab 3; Proposed Project Team. Identify the key members of the Respondents’ staff that will be assigned to the Projects. For each member of the Respondents’ organization identified, provide brief descriptions of the relevant qualifications and background. Do not include resumes for the proposed personnel of the Respondent; personnel resumes are to be bound and incorporated into Tab 4 (Personnel Resumes) section of the RFQ Response. Include an organization chart illustrating the relationships: (i) among the Respondent’s proposed Project Team; and (ii) between the proposed Project Team and the District.

Tab 4; Project Personnel Resumes. Provide a current resume for each member of the Respondent’s personnel identified in Tab 3, Proposed Project Team.

Tab 5; Project Approach. Provide a description of the proposed Project Team’s approach and methodology to completing tasks necessary to complete the CM’s Basic Services set forth in the CM Contract. Include a detailed description and discussion of measures the Respondent utilizes for quality assurance and quality control of Design Documents to minimize errors or omissions and to complete construction of Assigned Projects within the District’s schedule and budget requirements.

Tab 6; Financial Statement. Includes a current financial statement for the Respondent. Financial Statements must be reviewed by a California licensed Certified Public Accountant.

Tab 7; Insurance Certificates. Provide copies of Certificates of Insurance for the Respondent. Required Certificates of Insurance and minimum coverage amounts for each policy of insurance are as set forth below. The District reserves the right to modify the minimum coverage limits for each policy of insurance on a project-by-project basis.

Required Insurance Policy Certificate	
Workers Compensation	In accordance with law
Employers Liability	One Million Dollars (\$1,000,000)
Comprehensive General Liability (including property damage and automobile liability)	One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The foregoing notwithstanding, the District expressly reserves the right to require higher minimum coverage limits for an Assigned Project under the CM Contract. If a Respondent is awarded a CM Contract and the District determines that an Assigned Project under the CM Contract will require minimum coverage limits exceeding those noted above, the inability of the Respondent to obtain the minimum coverage limits required by the District for such an Assigned Project, the Respondent will not be considered for such Assigned Project.

Professional Liability	<p>For Assigned Projects with a Construction Budget of Five Million Dollars (\$5,000,000) or less, the District will accept Professional Liability insurance of the Respondent with minimum coverage limits of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate. For any Assigned Project with a Construction Budget of more than Five Million Dollars (\$5,000,000), minimum coverage limits for the Respondent's Professional Liability insurance will be Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) in the aggregate. A RFQ Response submitted by a Respondent who does not presently maintain a Professional Liability insurance policy with minimum coverage limits of Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) in the aggregate be rejected for non-responsiveness unless the Respondent: (i) submits with its RFQ Response a Certificate of Insurance evidencing Professional Liability insurance coverage of at least One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate; (ii) submits a written communication dated within two (2) weeks of the date of the RFQ Response and issued by the Respondent's insurance broker or professional liability insurer which unequivocally and affirmatively confirms that the Respondent is qualified for issuance of a Professional Liability insurance policy with coverage limits of at least Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) in the aggregate; and (iii) the Respondent unequivocally and affirmatively confirms that the Respondent's proposed pricing will not be increased if coverage limits of Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) in the aggregate for any Assigned Project is required by the District.</p>
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Tab 8; CM Contract Comments. Included with this RFQ as Attachment B is the CM Contract. Respondents must thoroughly review the CM Contract and must in their respective RFQ Responses identify any term or condition of the CM Contract which the Respondent requests modification, by amendment to existing provisions, addition of additional provisions or deletion of existing provisions. Where any requested modification consists of amendments to existing provisions or additional provisions, the response to this RFQ must set forth the text of the requested amendment or addition. Any Respondent whose RFQ Response does not identify modifications to terms or conditions of the attached CM Contract will be deemed to have agreed to all terms and conditions set forth therein.

Tab 9; Pricing Proposal. Provide fee data (completed project, total fee billed) from recently completed projects, indicating:

- Project title;
- Project scope;
- Project cost (construction **only**, exclusive of fees or GC's);
- Project Completion Date;
- Project duration – mobilization to occupancy;
- On-site Project staffing;
- Total Fee for contract basic services provided. Exclusive of mobilization, de-mobilization, temporary facilities, temporary utilities, reimbursables, etc.;
- Total Fee for contract additional services provided, if any.

Include at least two (2) projects in each approximate construction project cost range: \$3-5M; \$10-25M; \$30-50M.

5. RFQ Evaluations.

5.1. General. Timely submitted RFQ Responses will be independently reviewed by each member of the Selection Committee. A Response to the RFQ which does not comply with the requirements of this RFQ will be subject to rejection for non-responsiveness.

5.2. District Policy. It is the policy of the District that the selection of firms to provide professional services in connection with construction projects of the District be based on the demonstrated competence and qualifications to complete the required professional services at a fair and reasonable price to the District.

5.3. Initial Evaluation Criteria; Short List. The following set forth the criteria by which each RFQ Response will be evaluated and the relative weight of each evaluation criteria out of 100 points. Four (4) firms with the highest score based on the following evaluation criteria will be short listed by the District.

5.3.1. Relevant Experience and Ability (25 points). The Respondent and its proposed Project team will be evaluated based on experience as construction managers for recent projects similar in size, scope, use and complexity as the Projects subject to this RFQ.

5.3.2. Construction Management Capabilities (20 points). The skills, experience and capabilities of the Respondent and its proposed Project Team to effectively manage tasks in the design, bidding, construction and post-construction phases of a project will be evaluated. Specific considerations include the demonstrated capability of the Respondent and its proposed Project Team to: (i) develop effective working relationships with project architects; (ii) provide oversight, guidance and direction in the design phase to develop Design Documents conforming to the District's aesthetic, functional, budget and time requirements for a project; (iii) identify and implement bidding strategies to maximize bidder participation and project construction efficiencies; (iv) provide oversight, guidance and direction in the construction phase to complete construction in accordance with requirements for a project and within the District's budget/time objectives for a project; and (v) complete post-construction activities, including without limitation, equipment start-up/commissioning, completion of punchlist items/close-out obligations by the contractor and issuance of DSA Certification for the project.

5.3.3. Responsiveness to RFQ (10 points). The District will evaluate the Respondent's responsiveness to the requirements of this RFQ.

5.3.4. Client Responsiveness (25 points). The District will evaluate the prior experience and success of the Respondent and its proposed Project team to establish effective working relationships within the setting of higher education institutions, including the relationships with management, administrative, technical and end-user staff of prior clients, relationships with other project consultants and participants on prior projects.

5.3.5. Availability (10 points). The District will evaluate the availability of the Respondent and the personnel of the Respondent to be dedicated to the Projects. This evaluation will include the



demonstrated ability and willingness of the Respondent to promptly provide and complete services, whether from a location in close proximity to the District or otherwise.

- 5.3.6. Pricing Proposal and Rate Schedule (10 points). The District will evaluate each Respondent's proposed methodology to establish the Contract Price due the Respondent for Assigned Projects for reasonableness of approach and reasonableness of costs by application of the proposed pricing methodology. Pricing proposals are guidelines for the Contract Price due a Respondent for each Assigned Project; the Contract Price for each Assigned Project will be as set forth in the PAA for an Assigned Project.
- 5.4. Short List Evaluation; Interviews. Firms considered for inclusion on the District's final list of Qualified CM firms will be selected from the short list, determined after the evaluation process based on the criteria as set forth in Article 5.3. Interviews will be conducted at the sole discretion of the District. Interviews, if conducted by the Selection Committee, will generally consist of no more than fifteen (15) minutes for Respondents' presentation, followed by questions posed by the Selection Committee. Total time of each interview will not exceed one (1) hour. If requested by the Selection Committee, any Respondent invited to participate in the interview process shall have present at the interview its key personnel for the Projects. The order of firms to be interviewed will be selected randomly.
- 5.5. Award of CM Contract(s). Upon completing interviews of CM firms by the Selection Committee, the Selection Committee will recommend a maximum of four (4) CM firms for inclusion on the District's list of Qualified Construction Managers. As projects become active, the District's Department of Facilities Planning, Operations and Construction shall evaluate the scope of each project and make a recommendation to the District's Board of Trustees for the award of a CM contract to a firm on the list of Qualified CM's that best matches the requirements of the project. Notwithstanding any recommendations of the District's Department of Facilities Planning, Operations and Construction, action to award CM Contracts is vested solely in the Board of Trustees.

**[END OF SECTION]**

**QUALIFICATIONS STATEMENT  
(RFQ Attachment A)**

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

**1. Respondent Information**

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

1.2. Form of Entity Check appropriate box.

Corporation

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

Partnership

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

Limited Liability Company

Limited Liability Partnership

Joint Venture

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

Sole Proprietorship

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

1.3. Contact Person.

Name	
Address/City/State	
Phone/Fax	
Email Address	

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

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

Yes

No

If "Yes" identify all prior trade/business names used by Respondent in the prior ten (10) years: \_\_\_\_\_.

**2. Respondent Experience.** Provide a summary of construction management services provided by the Respondent to a California community college district and/or a California K-12 public school district within the past five (5) years for: (i) facilities scheduled and deferred maintenance; (ii) building equipment/systems repairs; (iii) facilities renovations/modernizations; and (iv) capital improvements. Provide the summaries in the format set forth below. Attach additional summaries as necessary

and identify each additional summary by sequential "Assignment No." numbering.

ASSIGNMENT NO. 1	
Client name	
Project description	
General description of construction management services completed	
Dates of Construction management services (beginning and end dates)	
Approximate dollar value of Construction management services	
Client Contact Person	Name: _____ Position/Title_ Address _____ _____ Phone/Fax___ Email _____ _____

ASSIGNMENT NO. 2	
Client name	
Project description	
General description of construction management services completed	
Dates of Construction management services (beginning and end dates)	
Approximate dollar value of Construction management services	
Client Contact Person	Name: _____ Position/Title_ Address _____ _____ Phone/Fax___ Email _____ _____

**3. Respondent and Proposed Project Team Qualifications.** Describe in detail the expertise and experience in construction project design review and evaluation, construction mobilization and supervision, bid evaluation, project scheduling, cost-benefit analysis, claims review and negotiation, and general management and administration of a construction project possessed by the Respondent and the members of the Respondent's proposed Project Team.

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

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

- Yes
- No (not qualified)

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

- Yes
- No (not qualified)

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

- Yes
- No (not qualified)

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

- Yes (not qualified)
- No

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

- Yes (not qualified)
- No

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

- Yes (not qualified)
- No

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

- Yes (not qualified)
- No

4.8. Within the past ten (10) years, one or more contract(s) to provide work, labor, materials or services for construction of a public or private work of improvement to which the Respondent was a party to have been terminated for default of the Respondent.

- Yes (not qualified)
- No

**5. Claims and Disputes.**

5.1. Within the past ten (10) years, has the Respondent or Respondent's predecessor(s) been subject to any civil action judgment, settlement, arbitration award, or administrative action resulting in a judgment, settlement, or arbitration award against the Respondent or Respondent's predecessor in any action alleging fraud, deceit, negligence, incompetence, or

recklessness in providing construction or project management services?

- Yes
- No

If "Yes" on a separate attachment, provide details of: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; and (v) judgment, settlement or arbitration award.

5.2. Within the past ten (10) years, has any professional liability insurer for the Respondent paid or satisfied any portion of any claim, dispute or disagreement which asserts the professional negligence or professional liability of Respondent in connection with project or construction management services provided by or through Respondent for any public or private work of improvement?

- Yes
- No

If "Yes" on a separate attachment, provide details of: (i) amount of judgment, settlement or arbitration award; and (ii) amount paid by professional liability insurer.

5.3. The Respondent is presently engaged in a claim, dispute or disagreement which asserts the professional negligence or professional liability of Respondent in connection with project or construction management services provided by or through Respondent for any public or private work of improvement.

- Yes
- No

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

5.4. Within the past ten (10) years, has the Respondent commenced any mediation, arbitration or legal proceedings to resolve claims, disputes or disagreements arising out of or related to project or construction management services provided by the Respondent for a public or private work of improvement?

- Yes
- No

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

5.5. Within the past ten (10) years, has the owner for any public or private work of improvement commenced any mediation, arbitration or legal proceedings to resolve claims, disputes or disagreements arising out of or related to project or construction management services provided by the Respondent?

- Yes
- No

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

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5.6. Within the past ten (10) years, has the design professional or any consultant to the design professional for any public or private work of improvement commenced any mediation, arbitration or legal proceedings to resolve claims, disputes or disagreements arising out of or related to project or construction management services provided by the Respondent?

- Yes
- No

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

5.7. Within the past ten (10) years, has the contractor or any subcontractor for any public or private work of improvement commenced any mediation, arbitration or legal proceedings to resolve claims, disputes or disagreements arising out of or related to project or construction management services provided by the Respondent?

- Yes
- No

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

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

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

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

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

\_\_\_\_\_  
(Name and Title)

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**MASTER AGREEMENT FOR PROJECT AND CONSTRUCTION  
MANAGEMENT SERVICES (BID, CONSTRUCTION AND POST-CONSTRUCTION)  
(RFQ Attachment B)**

This Master Agreement for Project and Construction Management Services (Pre-Construction, Construction and Post-Construction) (“Agreement”) is entered into this **(day)** day of **(month)**, **20XX** by and between **Santa Clarita Community College District**, a California Community College District (“District”) and **(Construction Manager)**, herein referred to as “the CM.”

**WHEREAS**, the District is engaged in the planning, development and design of a work of improvement commonly described as **(PROJECT DESCRIPTION)** (“the Project”).

**WHEREAS**, in connection with the Project, the District has retained **(Master/Executive Architect)** (“the Architect”) to provide design professional services for the Project.

**WHEREAS**, the CM submitted a proposal (the “CM Proposal”) dated **(month) (date)**, **20XX** to perform or provide the Basic Services described herein; by this reference, the CM Proposal is incorporated herein by this reference.

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

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

**AGREEMENT**

**1 BASIC SERVICES; GENERAL**

- 1.1 General. CM shall provide Basic Services and authorized Additional Services for the Project, as more particularly enumerated in this Agreement.
  - 1.2 Completion of Project Basic Services. All Basic Services and authorized Additional Services for the Project shall be performed and completed by employees of the CM. To the extent that the District has established a Project Budget and/or a Project Schedule for the Project, the Basic Services of the CM shall include confirmation that the Project Budget and the Project Schedule are sufficient and reasonable for the Project. If in the course of performing Basic Services for the Project, the CM determines that the Project Budget or Project Schedule established by the District are insufficient for the Project, the CM shall notify the District Representative of such determination, along with specific recommendations for measures to modify the Project or the Project Budget/Schedule. The CM’s Basic Services shall include the implementation of measures to modify the Project, Project Budget or Project Schedule, as directed or authorized by the District.
  - 1.3 Meetings and Conferences. The CM acknowledges that completing Basic Services for the Project under this Agreement involves the input or collaboration of a number of parties, including without limitation, the District’s personnel, District shared governance committees, end-users, academic and operational departments of the District, the District’s Board of Trustees and the community at large. The CM agrees that although not specifically enumerated in this Agreement, the scope of the CM’s Basic Services in connection with the Project shall be its attendance and participation in meetings and conferences with the various parties engaged in an element of the Project as requested or directed by the District. The CM’s Basic Services for the Project shall include the CM’s taking, transcribing and/or distribution of minutes of such meetings, as directed or authorized by the District.
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- 1.4 Relationship of CM to Other Project Participants. CM's services hereunder shall be provided in conjunction with contracts between the District and: (i) the Architect; and (ii) others providing services in connection with bidding or construction services relating to the Project, including without limitation consultants for the Project who are retained by the District (collectively "Project Consultants").
- 1.5 CM Project and Construction Management Team. CM will establish a project and construction management team appropriately staffed to perform the Basic Services for the Project. CM's personnel and the specific roles, authority and responsibility of the CM's personnel are subject to the reasonable approval of the District; if any of the CM's District-approved personnel are removed from the Project, the District shall have the reasonable right of approval of the CM's replacement personnel. Prior to commencement of the Basic Services, the CM shall designate in writing a Project Manager who shall be reasonably satisfactory to the District and who shall have the overall responsibility for performance of CM's obligations hereunder and be authorized to act on behalf of the CM in discharge of CM's obligations in connection with the Project. The CM's Project Manager for the Project shall be, at all times while providing Basic Services for the Project, a contractor or architect licensed under California law or an engineer registered under California law. All of the Basic Services for the Project shall be performed by the CM's Project Manager or by other employees of the CM acting under the direction and control of the CM's Project Manager.
- 1.6 Regulatory Agencies. The Basic Services of the CM shall include coordination, management and scheduling of the services of the Architect and Project Consultants with the procedures or processes for review(s) of Project Design Documents or the issuance of approvals, permits and other authorizations from regulatory agencies relating to the bidding or construction of the Project. The foregoing shall include without limitation, and as applicable to the Project, the review, approvals, permits and other authorizations issued by the Division of State Architect ("DSA"), the California Community Colleges Chancellor's Office, State of California Department of Finance and the State of California Public Works Board.
- 1.7 CM Standard of Care. CM shall provide the Basic Services and authorized Additional Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms hereof and applicable law, code, rule or regulation. CM's services hereunder shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption or delay to the orderly progress and timely completion of the Design Documents for the Project. The CM shall be liable to the District for all losses, costs, expenses, damages or other liabilities arising out of the failure or refusal of the CM to complete the Basic Services for the Project in accordance with the foregoing.
- 1.8 Document Management and Controls. The CM is responsible for management and control of document generation, transmission and archiving for the Project, as more particularly set forth herein. As used herein, "documents" refer to all drafts, copies and originals of Drawings, Specifications, calculations, memos, reports, notes and other materials of a written, graphic or electronic nature which relate in any manner to the Project.
- 1.8.1 District Processes and Procedures. The CM's generation, transmission and archival of documents relating to the Project shall conform to the processes and procedures established by the District, including modifications thereto implemented from time-to-time by the District.
- 1.8.2 Web-Based Management and Control of Documents. The District reserves the right to utilize an internet based document management and control system for Project records. If the District elects to implement such an internet based documents management system, the Contract Price hereunder shall not be subject to modification and all of the following shall apply. The District will provide the CM and its personnel



with access to software and training materials for the District's documents management and control systems without cost or charge to the CM. The CM is responsible, without adjustment of the Contract Price to provide or acquire computer hardware equipment and other equipment/services necessary for use of the District documents management and control software. The CM and its personnel shall use the District provided document management software solely and exclusively in connection with the discharge of the CM's obligations relating to the Project and not for any other purpose or other project. The Basic Services of the CM includes training the CM's personnel to use the District's document management software and the use thereof in connection with management and control of the documents for the Project.

## **2 BASIC SERVICES; VALUE ENGINEERING**

- 2.1 General. The CM's review of Design Documents for the Project shall include value engineering and life-cycle cost analysis ("Value Engineer Review"). If, upon completing its Value Engineer Review of the Design Documents, the CM believes that Work of the Project depicted in the Design Documents, construction processes/procedures, specified materials/equipment or other aspects of the Design Documents can be modified to reduce Construction Costs and/or the time for achieving Final Completion of the Project and/or to extend life-cycle and/or to reduce maintenance/operations costs, without diminution in the quality of materials/equipment/workmanship, scope or intended purposes of the Project, the CM shall identify the same in writing ("the Value Engineering Recommendations") for review and acceptance by the District.
- 2.2 Value Engineering Recommendations. The CM shall submit the Value Engineering Recommendations to the District Representative for review, consideration and acceptance by the District. The District shall have the sole and exclusive discretion to accept some, all or none of the CM's Value-Engineering Recommendations. If the District accepts any of the CM's Value Engineering Recommendations, the CM shall monitor and review the Design Documents modified by the Architect for confirmation that the District accepted Value Engineering Recommendations are incorporated into the Construction Documents to be issued on behalf of the District for bidding and construction of the Project.
- 2.3 CM Value Engineer Reviews. The CM shall conduct Value Engineer Reviews of the one hundred percent (100%) completed Preliminary Plans ("the 100% Preliminary Plans") and the fifty percent (50%) completed Working Drawings ("the 50% Working Drawings"). Unless otherwise agreed to in writing by the District Representative, the CM shall complete its Value Engineering reviews of the Design Documents within ten (10) days of its receipt of Design Documents for such purposes and the CM shall submit its Value Engineering Recommendations to the District Representative within fourteen (14) days of its receipt of Design Documents for such purposes.

## **3 BASIC SERVICES; CONSTRUCTABILITY REVIEW**

- 3.1 General. The CM shall conduct Constructability Reviews of the Design Documents to ascertain whether the Project, as depicted in the Design Documents: (i) accurately and completely reflect the District's use/occupancy and Project Budget objectives for the Project; and (ii) the Design Documents for the Project are free of errors, omissions, conflicts, or other deficiencies that are patently observable so that the Contractor(s) can construct the Project as depicted in the Design Documents without delays, disruptions or additional costs resulting from errors, omissions, conflicts or other deficiencies in the Design Documents ("Constructability Reviews"). The scope of the CM's Constructability Reviews shall include: (i) confirmation that the various components of Design Documents prepared by the Project Consultants and/or the Architect and its Design Consultants have been coordinated and are consistent with each other so as to eliminate conflicts within or between components of the Design Documents; (ii) confirmation that there are no errors, omissions or other deficiencies

in the Design Documents except for compliance with code requirements, structural calculations, specified dimensions, and the sufficiency of the Architect's design of building systems including but not limited to roofing, building skin, mechanical, electrical, data, fire alarm and security to perform as intended. The CM's Constructability Reviews do not supersede the responsibility of the Architect to provide correct and coordinated Design Documents for the Project, but such Constructability Reviews shall constitute representations of the CM to the District that the Design Documents subject to the CM's Constructability Review reflect conformity to the District's requirements for the Project and that the Design Documents are clear, coordinated, consistent and without errors or omissions.

- 3.2 Constructability Comments. The CM shall submit written Constructability Review comments ("Constructability Comments") to the District Representative for review and consideration by the District. The District shall have the sole and exclusive discretion to accept some, all or none of the CM's Constructability Comments. If the District accepts any of the CM's Constructability Comments, the CM shall monitor and review the Design Documents modified by the Architect for confirmation that the District accepted Constructability Comments are incorporated into the Design Documents issued on behalf of the District for bidding and construction by Contractors. If the CM determines that the Architect has not incorporated into the Design Documents the Constructability Comments accepted by the District, the CM shall advise the District of measures to ensure that the Design Documents issued for bidding by Contractors incorporate the District accepted Constructability Comments. The CM shall implement such measures as directed or authorized by the District.
- 3.3 CM Constructability Reviews. The CM shall conduct Constructability Reviews of the 100% Preliminary Plans and the 50% Working Drawings. Unless otherwise agreed to in writing by the District Representative, the CM shall complete its Constructability Reviews of the Design Documents within ten (10) days of its receipt of Design Documents for such purposes and the CM shall submit its Constructability Comments to the District Representative within fourteen (14) days of its receipt of Design Documents for such purposes.
- 3.4 District Review of Value Engineering Recommendations and Constructability Review Comments. Upon receipt of the CM's Value Engineering Recommendations and the CM's Constructability Comments, the District shall promptly complete review of the same. Upon the District's completion of such reviews, the CM and the District Representative shall meet and confer, as necessary, to determine which of the CM's Value Engineering Recommendations and Constructability Comments are to be incorporated by the Architect into the Design Documents for the Project. The CM shall monitor the Architect's modifications to the Design Documents for confirmation that the District accepted Constructability Comments and Value Engineering Recommendations are incorporated into the Design Documents. If in the course of such monitoring, the CM determines that the Architect has not fully incorporated such District accepted Constructability Comments and/or Value Engineering Recommendations into the Design Documents, the CM shall notify the District Representative in writing of such determination, along with recommendations of the CM for measures to ensure that the Architect incorporates District accepted Constructability Comments and/or Value Engineering Recommendations into the Design Documents. The CM shall implement such measures as directed or authorized by the District.
- 3.5 **BASIC SERVICES; CONSTRUCTION BUDGET; ESTIMATE OF CONSTRUCTION COSTS**  
The CM shall review the District's Construction Budget for the Project, review Estimates of Construction Costs prepared by others for the Project, and/or prepare Estimates of Construction Costs, as set forth herein.
- 3.6 CM Review and Acceptance of Construction Budget. The Basic Services of the CM for the Project includes the CM's review of the District established Construction Budget for the Project prior to the CM's commencement of any other Basic Services for the Project. If, based upon

such review, the CM accepts the Construction Budget, the CM's Project Manager shall notify the District Representative in writing of the CM's acceptance of the Construction Budget. If, based upon such review, the CM believes that the Construction Budget is insufficient to cover the costs to construct the Project or if the CM believes that the Construction Budget exceeds costs necessary to construct the Project, the CM's Project Manager shall notify the District Representative in writing of such determination, along with recommendations for adjustment of the Construction Budget or modification of requirements of the Project so that the costs to construct the Project conforms to the Construction Budget. The CM's recommendations for modifications of Project requirements in order to conform scope and requirements of the Project with the Construction Budget shall be specific in nature, including without limitation and as applicable, specific portions of the Project and/or specific building systems, materials, equipment to be incorporated into the Project. In such event, the CM's Project Manager shall review the District's modifications of Project requirements and/or the District's adjustments of the Construction Budget; if acceptable, the CM's Project Manager shall notify the District Representative in writing of the CM's acceptance of the modified Project and/or Construction Budget. The process for the District's modification of the Project and/or the Construction Budget shall continue until the CM accepts the District's Construction Budget and the Project requirements. Upon the CM's acceptance of the Construction Budget and the Project requirements, the Basic Services of the CM and the CM's obligations hereunder include without limitation, completing construction of the Project in conformity to the Construction Budget and Project requirements.

- 3.7 General. All of the CM's Estimates of Construction Costs shall be: (i) in the format with such detailed breakdown of estimated costs for construction of the Project as directed by the District Representative; (ii) organized by the standard specifications sections established by the Construction Specifications Institute; and (iii) based upon the then current market conditions for labor, materials and equipment in the locality of the Project necessary to complete construction of the Project in accordance with the Design Documents. If any of the CM's Estimates of Construction Costs for the Project exceed the Construction Budget established by the District for the Project by five percent (5%) or greater, the CM shall make recommendations to the District, for measures to reduce the Estimate of Construction Costs to conform with the Construction Budget for the Project. If any of the CM's Estimates of Construction Costs for the Project are less than the Construction Budget for the Project by five percent (5%) or more, the CM shall make recommendations to the District for items to incorporate into the Project to conform the CM's Estimate of Construction Costs with the Construction Budget for the Project.
- 3.8 Estimate of 100% Preliminary Plans. Upon the District's determination of which of the Value Engineering Recommendations and/or Constructability Comments of the CM to the 100% Preliminary Plans the District will accept, the CM shall prepare an Estimate of the Construction Costs to construct the Project as depicted in the 100% Preliminary Plans, as modified by the District accepted Value Engineering Recommendations and/or Constructability Comments ("the 100% Preliminary Plans Estimate"). The CM shall complete preparation of the 100% Preliminary Plans Estimate and submit the same to the District Representative for review within fourteen (14) days of the District's determination of which Constructability Comments or Value Engineering Recommendations of the CM to the 100% Preliminary Plans will be accepted by the District.
- 3.9 Estimate of 50% Working Drawings. Upon the District's determination of which of the Value Engineering Recommendations and/or Constructability Comments of the CM to the 50% Working Drawings the District will accept, the CM shall prepare an Estimate of the Construction Costs to construct the Project as depicted in the 50% Working Drawings, as modified by the District accepted Value Engineering Recommendations and/or Constructability Comments ("the 50% Working Drawings Estimate"). The CM shall complete

preparation of the 50% Working Drawings Estimate and submit the same to the District Representative for review within fourteen (14) days of the District's determination of which Constructability Comments or Value Engineering Recommendations of the CM to the 50% Working Drawings will be accepted by the District.

- 3.10 Verification of Others' Estimate(s) of Construction Costs. The Basic Services of the CM for the Project shall include the CM's review of Estimate(s) of Construction Costs for the Project prepared by others. Such review shall include, without limitation, confirmation by the CM that the Estimate(s) of Construction Costs: (i) accurately and completely reflect the scope of work depicted in the then existing Design Documents for the Project; (ii) reflect the then current marketplace prices for labor, materials and other items or services necessary for completing construction of the Project in accordance with the then existing Design Documents for the Project; and (iii) conformity (within five percent (5%)) of the Construction Budget for the Project. If the CM determines that it cannot confirm any of the foregoing, the CM shall notify the District Representative in writing of such determination, along with recommendations for modification of the Design Documents for the Project so that the CM can confirm conformation of such requirements. The CM shall implement such recommendations as directed or authorized by the District.

#### **4 BASIC SERVICES: PRE-BID AND PRE-CONSTRUCTION**

- 4.1 General. The Basic Services of the CM includes the CM's management and coordination of the services, work product, and other related activities and functions of the Architect, the Architect's Design Consultants and the Project Consultants so that: (i) the progress of completion of Project construction conforms to the Project Schedule; (ii) modifications, if any, to the Design Documents during construction of the Project are completed by the Architect or Project Consultants, reviewed/approved by regulating agencies, including DSA, and distributed to the Contractor in a timely manner as to avoid delay or disruption to Project construction activities; and (iii) site activities, including without limitation, observations, tests or inspections are completed in accordance with the then current Project Schedule. The CM acknowledges that this Agreement does not set forth in detail all of the activities, actions and other services of the CM necessary to complete and discharge the responsibilities described above. The CM agrees that notwithstanding the absence of detailed descriptions of the activities, actions and other services of the CM, the CM's Basic Services hereunder includes all such activities, actions and services of the CM necessary or appropriate to complete the foregoing described obligations of the CM.
- 4.2 Selection and Retention of Project Inspection Services. If the District has not selected and retained the Inspector of Record ("Project Inspector") and or providers of test/inspection services for the Project ("Test/Inspection Providers"), as requested or directed by the District, the CM shall assist the District in: (i) development documents, and implementation of, procedures and processes for issuance of requests for proposals/qualifications for such services; (ii) review and evaluations of proposals submitted in response to such requests; (iii) participate with the District in interviews of potential Project Inspectors and/or Test/Inspection Providers; and (iv) recommendations to the District for the selection of the Project Inspector and/or Test/Inspection Provider(s) for the Project. As requested by the District, the CM shall assist in the negotiations of terms and conditions as well as preparation of the contracts between the District and Project Inspector and/or Test/Inspection Provider(s).
- 4.3 Billings Review and Verification. The Basic Services of the CM shall include the CM's review of billing statements submitted to the District by the Project Inspector, Test/Inspection Providers and the Architect for fees and costs related to the Project. The CM's review of such billings shall: (i) be completed in a timely manner so that the District can make payment of the undisputed determined to be due on each such billing within the time established by law or by the terms of the contract between the District, Project Inspector, Test/Inspection Providers

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

- 4.4 Review of Design Documents. The CM, including the CM's Project Manager and Field Superintendent for the Project shall review the Design Documents prepared by the Architect for the Project during the Design Documents Phase of the Project to obtain a complete understanding of the design intent and scope of the Project.
- 4.5 District Authority to Bid and Construct the Project. The CM shall review permits, approvals and other similar materials to confirm that all necessary permits, approvals or other authorizations of any governmental or quasi-governmental agency with jurisdiction over any portion of the Project have been obtained for the District to proceed to bid and construct the Project. If in such review, the CM determines that other or additional permits, approvals or other authorizations are necessary for the District to be authorized to bid and construct the Project, the CM shall notify the District Representative in writing of such determination along with a description of specific measures to the District to obtain such other or additional permits, approvals or authorizations. The CM shall implement such measures as directed or authorized by the District.

## **5 BASIC SERVICES; BIDDING PHASE**

- 5.1 Review and Assembly of Bid Documents. The CM shall review and recommend modifications to the District's standard forms of bid and contract documents for the Project. The CM shall assist the District in assembly and issuance of bid and contract documents for the Project.
- 5.2 Advertisements. The CM shall assist the District in development and placement of advertisements and other notices required by applicable law for bidding and constructing the Project. The CM shall also make recommendations to the District Representative for placement of notices and issuance of other communications for the purpose of publicizing the availability of the Project for bidding by Contractors. The CM shall assist the District in placing such notices and issuing communications for such purposes.
- 5.3 Multiple Trade Contractors. The CM acknowledges and agrees that: (i) the District shall have the sole discretion to construct the Project by Trade Contractors each under direct contract to the District for a specific defined portion of the Project; and (ii) if the District elects to take such an approach to Project construction, the CM's Basic Services hereunder shall include the following.
  - 5.3.1 Development of Bid Packages. Based upon its review of the Design Documents, the CM shall develop Bid Packages suitable for bidding by Trade Contractors. The Bid Packages developed by the CM shall be submitted to the District Representative for review and acceptance. The CM shall modify the Bid Packages as necessary to obtain the District Representative's acceptance of the entirety of the Bid Packages. The CM shall be responsible for incorporating and identifying all work, labor, materials and services required under each Bid Package so that the Project, as constructed by the Trade Contractors, is as depicted in the Design Documents. The Bid Packages prepared by the CM and submitted to the District Representative for review and acceptance are deemed a representation from the CM to the District that the entire

scope of the Project, as reflected in the Design Documents approved by DSA, is reflected in and incorporated into the Bid Packages prepared by the CM. The CM shall be liable to the District for the costs and cost impacts to furnish, install or other provide any portion of the Project reflected in the Design Documents permitted by DSA for construction but not incorporated into the scope of work of the Bid Packages developed by the CM.

- 5.3.2 Bid-Time Schedule. Based upon Bid Packages accepted by the District Representative, the CM shall develop and submit to the District Representative for review and acceptance by the District a Bid-Time Schedule that reflects all of the Work of each Bid Package necessary to complete construction of the Project. The Bid-Time Schedule shall be prepared with the most recent edition of commercially available software designed specifically for the scheduling of construction projects which utilizes the critical path method of scheduling and which is acceptable to the District. The Bid-Time Schedule shall indicate the start/finish dates for the principal activities of each Bid Package necessary to complete construction of the Project. The principal activities of each Bid Package incorporated by the CM into the Bid-Time Schedule shall include without limitation, an identification of all Special Tests/Inspections required by the Construction Contract or by applicable law, code, regulation or rule for each Bid Package and the date(s) for conducting and completing each identified Special Test/Inspection. The CM shall sequence, schedule and coordinate the work of each Bid Package in the Bid-Time Schedule in a logical, reasonable and orderly manner so that construction of the Project is completed for the Construction Budget and in conformity to the Project Schedule. The CM's Bid-Time Schedule shall reflect the most efficient, least time-consuming and most financially economical schedule for completing Project construction. If the District's requirements for the Project include completion of construction of the Project in phases, the District's phasing requirements shall be set forth in the Bid-Time Schedule. The CM acknowledges that the Bid-Time Schedule prepared by the CM will be included in the Bid Documents for each Bid Package and that Trade Contractors bidding on a Bid Package will be rely upon the reasonableness, completeness and accuracy of the Bid-Time Schedule prepared by the CM in developing their respective Bid Proposals.
- 5.4 Contractor Pre-Qualification. The CM shall make recommendations to the District relative to pre-qualification of potential bidders for construction of the Project. If the District elects to engage in the pre-qualification process for the Project, the CM shall assist the District in: (i) development of pre-qualification criteria and the pre-qualification application; (ii) development and placement of an advertisement in accordance with applicable law of the availability of pre-qualification applications; (iii) develop and implement a program to inform potential bidders for the Project of the pre-qualification process and to encourage potential Contractors to engage in the pre-qualification process; (iv) review and evaluate responses to the pre-qualification application; and (v) recommendations to the District for selection of the Contractors deemed qualified to submit Bid Proposals for the Project. If the District elects to construct the Project by Trade Contractors, the CM's recommendations relating to Pre-Qualification of Contractors shall include separate specific recommendations for the Pre-Qualification relating to each Bid Package.
- 5.5 Dissemination of Bid Documents to Contractors. The CM shall establish a system for dissemination of Bid Documents to Contractors and for maintaining records of the identities/addresses/telephone-fax numbers/email addresses of the Contractors who have obtained Bid Documents for the Project. All such records shall be available to the District for review, inspection and/or reproduction upon request of the District.
- 5.6 Contractors' Campaign. The CM shall, by all appropriate means of communication, advise Contractors of the availability of the Project for bidding. The CM shall maintain records of

contacts made and communications transmitted to/received from potential bidders for the Project. All such records shall be available for review and/or reproduction by the District upon request.

- 5.7 Pre-Bid Conference(s). The CM shall conduct pre-bid conferences, including without limitation all mandatory and non-mandatory job walk(s). The pre-bid conference shall include without limitation: (i) description of the Project; (ii) description of the process for bidding and award of the Contract(s) for construction of the Project; and (iii) requirements relating to bonds, insurance coverages and similar administrative requirements. The job walk shall provide bidders with an overview of the Site of the Project and an understanding of the physical limitations and constraints affecting the Work of the Project or portions thereof. The CM shall record and transcribe minutes of the pre-bid conferences and job walk(s). Minutes maintained by the CM shall be issued to all bidders who have theretofore obtained the Bid Documents, the District, the Architect and other parties as directed by the District Representative.
- 5.8 Bidder Inquiries; Bid Addenda. The CM shall review inquiries, requests for clarifications and other similar communications submitted by potential bidders for the Project. In consultation with the Architect and the District Representative, the CM shall assist the District in formulating responses to such bidder inquiries, requests for clarifications or other similar communications. As authorized or directed by the District, the CM shall prepare or assist in the preparation of Bid Addenda which: (i) address inquiries, requests for clarifications or other similar communications submitted by potential bidders; and/or (ii) incorporate modifications to the Project scope or Project requirements which are in addition to or different from the Project scope or Project requirements as reflected in the Design Documents permitted by DSA for construction of the Project. The CM shall assist the District in dissemination of Bid Addenda to bidders and submittal of Bid Addenda to DSA and other regulatory agencies.
- 5.9 Opening/Reading of Bid Proposals. The CM shall assist the District in the public opening and reading of Bid Proposals for the Project. Upon completing the public opening and reading of Bid Proposals, the CM shall summarize the results of bidding; the summary shall include identities of the Bidders, the amount proposed by each Bidder, including amounts proposed for Alternate Bid Items, if any included in the bidding and the identification of the apparent low bidder(s).
- 5.10 Review of Bid Proposals; Recommendations for Award of Construction Contract. The CM shall review submitted Bid Proposals to determine: (i) whether the bidder submitting the Bid Proposal is a responsible bidder; and (ii) whether the Bid Proposal is responsive to material bidding requirements. CM shall make recommendations to the District regarding: (i) rejection of a Bid Proposal based upon the "non-responsibility" of the bidder; (ii) rejection of a Bid Proposal for non-responsiveness to material bidding requirements; (iii) rejection of a Bid Proposal for any other reason; (iv) rejection of all Bid Proposals; and (v) award of Construction Contract for the Project. To the extent that the bidding for the Project includes Alternate Bid Items, the CM shall make recommendations for the Alternate Bid Items, if any, to be included in the scope of the Construction Contract awarded by the District for the Project. The CM shall make recommendations to the District Representative for award of the Construction Contract for the Project. As requested by the District, the CM shall assist the District in preparing the Construction Contract for execution and other related administrative tasks in connection with the Construction Contract awarded by the District for the Project.

## **6 BASIC SERVICES; CONSTRUCTION PHASE**

- 6.1 Administration and Coordination of Construction Contract and Construction. CM will provide administrative, management and related services necessary to administer the Construction Contract for the Project, including, without limitation: (i) receive, review and forward to the District and the Architect the Contractor(s)' Certificates of Insurance and Bonds along with

commentary as to the extent to which the same comply with requirements of the Construction Contract; (ii) advice and recommendations to the District for issuance of Notice(s) to Proceed directing commencement of construction of the Project or portions thereof, including issuance of the Notice(s) to Proceed on behalf of the District; (iii) scheduling, coordinating and conducting pre-construction and construction meetings; recording, maintaining and distributing minutes thereof; (iv) in consultation with the Architect, develop and implement procedures for the submittal and processing of Submittals; (v) in consultation with the District and the Architect, develop and implement procedures for the handling and disposition of the Contractor's requests for information or clarifications; (vi) establish and implement procedures for the transmittal and receipt of communications, drawings and other information between CM, Architect and the Contractor relating to construction of the Project; (vii) review the Contractor's Construction Schedules and implement provisions of the Construction Contract relating to the Contractor's obligations for development, maintenance, updating and compliance with the Construction Schedule for the Project; and (viii) establish Site staging, lay down and storage areas. The CM's Basic Services relating to Project communications shall utilize forms, processes and other measures implemented by the District in connection with construction of the Project, including without limitation, an internet-based document control management system; if implemented for the Project by the District. Unless otherwise expressly provided herein, the CM shall distribute monthly to the Architect, Project Inspector and District Representative Change Order Logs, RFI Logs, other reports and similar materials. The foregoing notwithstanding, if the circumstances of the Project require or as directed by the District, the CM shall: (i) distribute such materials more frequently than monthly; and (ii) distribute other such similar materials with such frequency as directed by the District.

- 6.2 Construction Phase Meetings and Conferences. The CM shall conduct meetings and conferences during the Construction Phase of the Project.
- 6.2.1 Pre-Construction Conference. The CM shall conduct a Pre-Construction Conference after award of the Contract for the Project and prior to commencement of construction activities at the Site to address matters relating to: (i) scope and other requirements of the Project; (ii) the schedule for completion of the Project; (iii) administrative matters, including the submission and processing of payment requests, requests for information, Submittals and other similar matters; (iv) prevailing wage rates, Certified Payroll Records and other matters relating to the employment of labor; (v) test and inspection requirements; and (vi) other matters relating to the Project.
- 6.2.2 Regular Construction Conferences. During the course of construction of the Project, the CM shall conduct Regular Construction Conferences on a weekly basis. The Regular Construction Conferences shall address at least the following: (i) Project Progress Schedule reviews, updates and look-aheads; (ii) outstanding and open matters from prior Regular Construction Conferences; (iii) coordination of installation activities; and (iv) other matters relating to the Project, including without limitation, matters relating to the progress of Project construction, workmanship, scope and coordination of Project construction activities.
- 6.2.3 Special Construction Conferences. As required by the circumstances of construction of the Project or as directed by the District, the CM shall call and conduct Special Construction Conferences to address matters not subject to the agenda or subject matter of Regular Construction Conferences.
- 6.2.4 Minutes of Conferences. The CM shall maintain and issue minutes of Construction Phase Meetings and Conferences to the Contractor, the District, the Architect, the Project Inspector and others as directed or authorized by the District. The CM shall, within five (5) days after the completion of a Regular or Special Construction Conference, issue minutes of such meeting or conference. Minutes prepared by the CM shall accurately and completely reflect the discussions and conclusions reached on each separate agenda item considered during the course of a meeting or conference. If there are objections or corrections requested to any minutes of a



meeting or conference issued by the CM, the CM shall review such objections or correction requests and address the same at the next Regular Construction Conference.

- 6.3 Monitoring of Construction Costs; Cost Reports. CM will monitor on-going Construction Costs and advise the District of the financial condition of the Project by: (i) development of Project cash flow reports, forecasts and other financial reports for the Project, including those reflecting variations between actual Construction Costs and the Construction Budget and estimated costs of unperformed activities of the Project; (ii) maintaining records reflecting the actual costs for activities completed or in progress, including records relating to work performed on a unit cost basis and additional work performed by the Contractor on a time and materials basis; (iii) monitoring and advising the District of costs pertaining to potential, pending and completed Changes; and (iv) advising and making recommendations to the District for adjustments to the Construction Budget relative to actual or anticipated Construction Costs. The CM shall prepare and submit cost reports of each Project to the District Representative on a monthly basis; provided that if the District Representative reasonably determines that more frequent cost reports for the Project are required, the CM shall comply with the directive(s) of the District Representative. The information compiled by the CM and reports generated by the CM relating to Construction Costs of the Project shall be in such detail, format and in accordance with processes/procedures required by the District. In addition, the extent of detail and the nature of the format of such reports, the information compiled by the CM and reports generated by the CM shall specifically indicate the original Contract Price of the Construction Contract, the extent of adjustment of the Contract Price by Change Orders approved by the District and the extent of potential further adjustment of the Contract Price as of the date of the CM's report based upon the Changes or potential Changes known at the time of the CM's preparation of a cost report.
- 6.4 Applications for Progress Payments. CM will participate in the review and disbursement of Progress Payments to the Contractor and in consultation with the District, Project Inspector and the Architect, make recommendations for the disbursement of Progress Payments to the Contractor as follows: (i) participate with the District, Architect and Project Inspector in the review, evaluation and acceptance of the Contractor's Schedule of Values breaking down the compensation due the Contractor under the terms of the Construction Contract, the foregoing includes all necessary discussions and conferences with the District, Architect, Project Inspector and/or the Contractor to develop a Schedule of Values acceptable to the District in its entirety; (ii) assist in the development of procedures for submittal, review, processing and disbursement of Progress Payments to Contractor, along with associated forms and reporting systems; (iii) based upon CM's observations and evaluations of each Application for Progress Payment, CM will review and certify to the District the amount due on each such Application for Progress Payment; CM's certifications constitute a representation to the District that, based on CM's observations at the Site, the data in each Application for Progress Payment, and to the best of CM's knowledge, information and belief, the Work has progressed to the point indicated in the Application for Progress Payment and the quality of the Work is in generally in accordance with the Contract Documents; and (iv) CM's representations relative to Applications for Progress Payment are subject to an evaluation of the Work for conformity with the requirements for Substantial Completion, results of subsequent tests, inspections and other procedures, minor deviations from requirements correctable prior to completion and any specific qualifications expressed by CM in its certification. CM's issuance of a Certificate pursuant to the preceding shall be a representation to the District that the Contractor is entitled to payment in the amount so certified. The CM's review of Applications for Progress Payment shall be undertaken and completed in a timely manner so that the District can meet its obligations to make Progress Payments due the Contractor within the time permitted by applicable law without incurring interest liability or other penalties/liabilities. If the CM fails to timely complete its review of any of the Contractor's Applications for Payment and the failure

to timely complete such review results in the District incurring interest liability or other penalties/liabilities, the CM shall be liable to the District for all such interest liability or other penalties/liabilities. The District may withhold such amount from the Contract Price then or thereafter due the CM. The CM's liability pursuant to the foregoing shall be in addition to, and not in lieu of, all other liabilities of the CM to the District for losses, costs, damages or any other liability of the District arising out of the CM's failure to timely complete review of a Contractor's Application for Progress Payment.

6.5 Completion; Punchlist.

6.5.1 Substantial Completion. In consultation with the Architect, Project Inspector and the District, the CM will assist in ascertaining the achievement of Substantial Completion of the Project. If upon inspecting the Project, the CM determines that the Contractor has achieved Substantial Completion, the CM shall promptly thereafter prepare and issue to the District a certification from the CM indicating the CM's determination that Substantial Completion has been achieved. If upon inspection of the Work of the Project, the CM determines that Substantial Completion has not been achieved, the CM will assist the Architect and Project Inspector in noting the conditions of the Project and the measures necessary to achieve Substantial Completion of the Project. Upon the Contractor achieving Substantial Completion of the Project, the CM will participate with the District, Project Inspector and the Architect to inspect the Work completed to note Punchlist items to be completed as a condition to achieving Final Completion. The CM's Basic Services pursuant to the foregoing shall include, without limitation, the CM's scheduling and coordination of the Architect, Project Inspector and District Representative at the Project walk to determine achievement of Substantial Completion, compilation of lists of completion items and/or Punchlist items and distribution of completion/Punchlist items to the Contractor, Architect, Project Inspector, District Representative and others responsible for completing any portion of the completion/Punchlist items.

6.5.2 CM Monitoring of Punchlist Completion. The CM shall monitor the Contractor's performance and completion of Punchlist items noted upon Substantial Completion. If the Contractor fails or refuses to complete any Punchlist item or fails to do so in a timely manner, the CM shall notify the District Representative in writing of such failure or refusal along with the CM's specific recommendations for remedial actions to have the Punchlist items completed. The CM shall implement such measures as directed or authorized by the District.

6.5.3 Final Completion. Upon the Contractor's completion of the Punchlist items, the CM in consultation with the Architect and the Project Inspector shall inspect the Project to verify the Contractor's completion of Punchlist items. If upon such inspection, the CM determines that Punchlist items remain to be completed, the CM shall provide the District Representative with a written itemization of all such remaining Punchlist items, along with the necessary corrective/remedial measures to complete such Punchlist Items. The CM shall implement corrective/remedial measures as directed or authorized by the District and the CM shall monitor the Contractor's performance until all Punchlist items are completed. Upon the Contractor's completion of the Punchlist items the Contractor's compliance with all requirements of the Construction Documents relating to the Contractor's Close-Out activities, the CM shall issue a certificate to the District verifying that Final Completion has been achieved.

6.6 Request(s) for Information ("RFI").

6.6.1 RFIs; RFI Logs. Based upon the processes and procedures established by the District for the submission, review and response to the Contractor(s)' RFIs, the CM shall implement such processes and procedures during construction of the Project. In addition to such processes and procedures, the CM shall maintain a log of RFIs ("RFI

Log”) which sets forth at least the following: (i) sequential numbering of RFIs; (ii) dates of: submission of each RFI, transmittal of the RFI to the Architect, the Architect’s response to the RFI and the transmittal of the Architect’s response to the Contractor; and (iii) actual or potential cost/time impact of each RFI and the response to each RFI. The CM’s RFI Log shall include an assessment of the responsibility for any time or cost impacts arising out of a RFI or the response thereto. The CM shall distribute the then current RFI Log to the District Representative and others, as directed by the District Representative, on a monthly basis throughout construction of the Project.

6.6.2 CM Responsibilities. The CM’s Basic Services and responsibilities relating to RFIs and responses to RFI include without limitation: (i) management, coordination and completion of the distribution of RFIs and RFI responses to all appropriate parties in a timely manner so that cost/time impacts of a RFI or a RFI response are eliminated or mitigated; (ii) review RFIs initiated by the Contractor for merit and confirmation that the Contractor has not utilized the RFI process for any purpose other than the clarification of an ambiguity, coordination issue, error, omission or similar matter in the Construction Documents; (iii) review RFI responses for timeliness of responses and reasonableness of the response to each RFI. In the course of discharging its responsibilities relating to the submittal, review and processing of RFIs, the CM shall determine whether any RFI or RFI response has a potential cost or time impact. If the CM determines that any RFI or RFI response has a potential cost or time impact, the CM shall: (i) notify the District Representative in writing of such determination; (ii) provide the District Representative with an assessment of the extent of impacts to time or costs as a result of a RFI or RFI response; (iii) provide the District Representative with specific written or graphical recommendations of measures to mitigate or eliminate the potential cost or time impact of a RFI or RFI response; and (iv) implement such measures as directed or authorized by the District Representative. If the CM determines, or should have determined in the discharge of its obligations hereunder, that a RFI or RFI response has a potential cost or time impact and the CM fails or refuses, for any reason to fully perform and discharge its obligations set forth herein, the CM shall be responsible for all cost and financial impacts of such an RFI or RFI response.

6.7 Submittals. Based upon the processes and procedures established by the District and the Construction Documents for the Project relating to the submission, review and evaluation of the Contractor(s)’ Submittals, the CM shall implement such processes and procedures during construction of the Project. In addition to such processes and procedures, the CM shall maintain a log of Submittals (“Submittal Log”) for the Project which set forth at least the following information: (i) sequential numbering or other means of tracking Submittals; (ii) the dates of: submission of a Submittal to the CM from a Contractor, the CM’s transmittal of each Submittal to the Architect, the Architect’s response to the Submittal and the CM’s transmittal of the Architect’s Submittal response to the Contractor; and (iii) brief summary of Architect’s Submittal response, including the requirement, if any, for revised or additional Submittals. The CM shall distribute the then current Submittal Log to the District Representative and others, as directed by the District Representative, on a monthly basis throughout construction of the Project.

6.8 Project Progress.

6.8.1 Contractor Schedules.

6.8.1.1 General Contractor Project Construction. If construction of the Project is by a Contractor, the CM shall review the Contractor’s Construction Schedules and updates thereof for: (i) verification of conformity to the requirements established in the Construction Contract for the Project; (ii) verification that all necessary activities to complete construction of the Project in accordance with the DSA reviewed Design Documents and the Construction Contract for the

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

6.8.1.2 Trade Contractors Construction of the Project. If the District has elected to construct the Project by multiple Trade Contractors, the CM's Basic Services shall include the following.

6.8.1.2.1 Master Project Schedule. Based upon the Bid Time Schedule prepared by the CM pursuant to this Agreement and the Trade Contractors' separate Construction Schedules prepared by Trade Contractors in accordance with the terms of their Trade Contracts, the CM shall develop a Master Project Schedule for District review and acceptance. The CM shall modify the Master Project Schedule as necessary to obtain the District Representative's acceptance of the entirety thereof. The Master Project Schedule accepted by the District shall be distributed by the CM to Trade Contractors and other Project Participants. During the course of Project construction and based upon Trade Contractors' updated Construction Schedules, CM shall monitor and update the Master Project Schedule on a monthly basis or more frequently as may be requested from time-to-time by the District so that the District is kept fully informed at all times of the status and overall progress of the Project construction and the status of each Trade Contractors' construction progress. Where the actual rate of construction progress of the Project or a Bid Package is behind that indicated by the then current Master Project Schedule, CM shall advise and make recommendations to the District for remedial measures. The CM shall implement such measures as directed or authorized by the District.

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

- 6.8.1.2.3 Coordination of Construction Activities. CM shall coordinate the activities of the Trade Contractors with each other and those of the CM, the Architect, Project Inspector, Test/Inspection Providers, Project Consultants and the District in conformity with the Master Project Schedule, including the coordination and sequencing of Trade Contractors' construction activities so that Site space is appropriately allocated and progress in accordance with the then current Master Project Schedule is maintained. A material obligation of the CM under this Agreement is the scheduling, coordination and sequencing the activities of the Trade Contractors in a manner so that construction of the Project is completed in accordance with the Master Project Schedule and within the Construction Budget.
- 6.8.1.2.4 CM Responsibility for Construction Means, Methods and Sequences. Notwithstanding any provision of this Agreement to the contrary, if the District elects to construct the Project by multiple Trade Contractors, the CM shall be responsible for the construction means, methods and sequences of the Trade Contractors.
- 6.8.2 Progress Records.
- 6.8.2.1 CM Records. CM will maintain records of the progress of construction of Project construction, including written progress reports and photographs reflecting the status of construction and percentage completion of the Project. CM will maintain daily records during construction of the Project showing weather conditions, personnel of the Contractor and its Subcontractors at the Site, work accomplished, problems encountered and other matters materially affecting the Project, completion of the Project or Construction Costs to complete construction of the Project.
- 6.8.2.2 Project Participants' Records. If required by applicable law, rule or regulation or by the terms of their respective contracts relating to the Project, the CM shall monitor the maintenance of records relating to Project construction by other Project Participants, including without limitation the Contractor, Test/Inspection Providers and the Project Inspector. If, in the course of monitoring the maintenance of such Project records by Project Participants, the CM determines that a Project Participant who is required to maintain Project construction records has not maintained such records, the CM shall notify the District Representative in writing of such determination along with specific recommendations of measures for corrective or remedial action. The CM shall implement such measures as directed or authorized by the District.
- 6.8.3 Substantial Completion and Final Completion. Upon request of the Contractor, CM will, in conjunction with the District Representative, Project Inspector and the Architect determine that Substantial Completion and Final Completion have been achieved. Upon determining that Substantial Completion/Final Completion has been achieved, the CM shall issue to the District Certificates of Substantial Completion and Final Completion, as applicable.
- 6.9 Labor Compliance Program ("LCP"). If LCP requirements apply to the Project, Basic Services of the CM relating to implementation of the LCP for the Project shall include the following:
- 6.9.1 Review of LCP. Review the LCP approved by the Department of Industrial Relations to fully understand the requirements established by the LCP and by applicable law, code, regulation or rule relating to the LCP.
- 6.9.2 Pre-Construction Conference. Assist the District in conducting pre-construction conference(s) with the Contractor and Subcontractors to discuss and answer questions regarding federal and state labor law requirements and procedures applicable to the Project, including, but not limited to, record keeping, wage rate

determinations, apprenticeship requirements, required form filing(s) and other matters relating to compliance with requirements of the LCP.

- 6.10 Contractor Compliance with Labor Code Requirements. The CM shall review the Contractors' Certified Payroll records to generally confirm that appropriate classifications of labor are utilized and that the prevailing wage rates established for such classifications of labor are indicated in the Certified Payroll records as having been paid. A material obligation of the CM in its review of Certified Payroll records is to take cognizance of actual or potential violations of requirements or limitations relating to: (i) prevailing wage rates; (ii) days and hours of work by laborers; and (iii) apprenticeship programs. If upon such review, the CM determines that actual or potential violations of the foregoing have occurred, the CM shall notify the District Representative in writing of such determination along with recommendations for further investigation and/or implementation of appropriate proceedings. The CM shall implement recommendations accepted by the District Representative, as directed or authorized by the District Representative.
- 6.11 Site Observations.
- 6.11.1 CM On-Site. During construction of the Project and at substantially all times during which there are construction activities at the Site, CM shall have its Project Manager, Field Superintendent or other authorized representative at the Site, to observe Site construction activities and to coordinate the activities of the Trade Contractors if construction of the Project is by Trade Contractors. CM shall maintain at the Site the Drawings, Specifications, approved Change Orders, Submittals, applicable codes, rules and regulations and other written, graphic or electronic materials relating to the Project.
- 6.11.2 Construction Quality. The CM shall guard the District against defects and deficiencies in construction and workmanship of the Project on the basis of its Site observations, and a quality control program established and implemented hereunder to monitor construction workmanship for conformity with: (i) accepted industry standards; (ii) applicable laws, codes, regulations, ordinances or rules; and (iii) the requirements of the Construction Documents.
- 6.11.3 Rejection of Work. Whenever in the ordinary course of discharging its services hereunder CM shall discover or observe patent conditions of defective or deficient construction or workmanship of the Project which has or may have an adverse impact upon building life-safety systems or operations, structural elements or integrity or the safety of persons or property, CM shall take prompt action appropriate under the circumstances, including stopping the work and thereupon notifying the District in writing. In other circumstances where defective or deficient Work is observed by CM, the District shall be notified in writing by the CM of such conditions and if directed by the District, the CM shall stop or reject such Work.
- 6.12 Site Safety.
- 6.12.1 District Safety Program. Prior to any performance of Work at the Site, the CM Shall review the District's safety requirements for the Project and to address measures to be implemented by the CM to verify that the Contractor implements a safety programs during construction of the Project.
- 6.12.2 Contractor Safety Programs. CM shall review safety programs of the Contractor for conformity with requirements of the Construction Documents and applicable law; CM shall monitor the Contractors' compliance with their respective safety programs and advise the District of measures, if any, necessary or appropriate to obtain the Contractors' compliance. By undertaking the obligations hereunder, CM shall not be deemed to have assumed responsibility for the adequacy or sufficiency of safety programs implemented by Contractor, but the CM is responsible for verifying that the Contractor has established a safety program, that the safety program established by

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

- 6.12.3 Safety Violations; Safety Conditions. The CM shall promptly notify the District Representative in writing of all CM observed instances of a Contractor(s)' failure to comply with applicable safety requirements or safety programs. In the event of a safety violation or other unsafe conditions on or about the Site of the Project which have an immediate potential or actual adverse effect on life or property, the CM is authorized, without prior notice to the District or prior directive of the District, to take all actions deemed necessary and appropriate by the CM under the then existing circumstances to prevent such actual or potential adverse effect.
- 6.12.4 Site Safety Safeguards. The CM shall routinely conduct Site observations to ascertain that safety safeguards, including without limitation, signs, barriers, lights and other similar devices which provide warnings/barriers to hazards and hazardous conditions resulting from Project construction as required by: (i) the Construction Documents; (ii) applicable law, regulation or rule; or (iii) by the circumstances of Project construction. If in the course of such observations, the CM determines that the Contractor or the Trade Contractor with the responsibility for such safeguards has not implemented such safeguards, the CM shall notify the District Representative in writing of such determination and the CM shall, without prior authority or direction of the District Representative, enforce such responsibilities of the Contractor or applicable Trade Contractor, or otherwise cause necessary safeguards to be implemented.

### 6.13 Changes and Claims.

- 6.13.1 Coordination of Changes. CM will coordinate and disseminate correspondence, Drawings and other written materials by and between the Contractor(s), the District, Project Inspector, Test/Inspection Providers, Project Consultants and the Architect relating to Changes to the Work of the Project. CM will coordinate: (i) the Architect's preparation of modifications to the Design Documents as necessary for the Contractor to implement a District authorized Change; (ii) DSA review and approval/acceptance of modified Design Documents relating to a Change; and (iii) the Contractor(s)' performance of Changes authorized by the District. CM will maintain a log or other written records to monitor the pendency and disposition of Changes and Change Orders to keep the District advised of the status of the same and the actual or potential impact of any particular Change or Change Order or the cumulative effects thereof on Construction Costs or time for completing construction of the Project. If requested by the District, the Change Order Log shall include an evaluation of the underlying reason(s) for implementing a Change or Change Order. The CM shall distribute the then current Change Order Log to the District Representative and others, as directed by the District Representative, on a monthly basis throughout construction of the Project.
- 6.13.2 Processing of Changes and Change Orders. CM will assist the District and the Architect in evaluation of requests by Contractor(s) for issuance of Change Orders, assist in negotiations with Contractor(s) relative to Change Orders proposals and the adjustment of Contract Price or Contract Time under the Construction Contract for the Project. CM will make recommendations to the District and the Architect for handling and disposition of the Contractor's proposals relative to Change Orders. If a Change to a Construction Contract is approved or authorized by the District, CM will assist the District and the Architect in the preparation of a Change Order reflecting such approved or authorized change to the Construction Contract. The CM is not authorized, without the prior written consent and approval of the District, to effectuate or authorize any Change to the Work of the Project. The CM shall be liable to the District for all direct and consequential costs, losses or damages resulting from the

CM's direction or authorization to effectuate a Change to the Work of the Project with the prior direction and authorization of the District.

6.13.3 Claims Handling. CM will assist the Architect in the review, evaluation and processing of claims asserted by Contractor; CM will make recommendations to the District as to merit, handling and disposition of Contractor(s)' claims. Except in the event that the CM is alleged to have caused or contributed to the circumstances giving rise to a Contractor claim or other Contractor demand for compensation, services of the CM to prepare documentation or provide testimony in a mediation, arbitration or judicial proceeding arising out of such a claim or demand for compensation shall be deemed Additional Services. If the CM is alleged to have caused or contributed to a Contractor claim, the CM's claims handling services, including without limitation, claims analysis, assistance in preparing briefs/graphic materials in connection with negotiations or dispute resolution proceedings relating to a Contractor claim and participation in negotiations or dispute resolution proceedings relating to a Contractor claim shall be deemed part of the CM's Basic Services under this Agreement.

6.14 District Furnished Materials/Equipment/Furnishings. The CM shall assist the District in receiving, storing and protecting until installation, materials, equipment, furnishings and other similar items until incorporated into the Project. The foregoing shall include materials, equipment, furnishings and other items whether incorporated by the Contractor or others into the Project.

## **7 BASIC SERVICES; POST-CONSTRUCTION PHASE**

7.1 Building Systems; Equipment Start-Up/Commissioning. The CM shall schedule and coordinate the start-up and testing of utility services systems, Project equipment and other building systems with the District Representative, District maintenance and operations staff, the Architect, the Architect's Design Consultants, the Contractor and Subcontractors, as appropriate. In conjunction with the District Representative, the District's maintenance staff and the Architect, the CM shall observe the check-out and start-up of utility services, building systems and equipment in readiness for occupancy and use. As directed or authorized by the District, the CM shall assist: (i) the start-up and testing of utility/building systems and equipment; (ii) assist in trouble-shooting performance failures/limitations; and (iii) assist in re-testing corrections/remedial work to utility/building systems or equipment.

7.2 Review and Transmittal of Contractor Closeout Documents. The CM shall receive from the Contractor(s)' the closeout documents and items to be submitted by the Contractor(s) under the terms of the Construction Contract(s) upon completion of their obligations under the Construction Contract(s) ("Close-Out Submittals"). The CM shall review each Contractors' Close-Out Submittals to determine conformity with requirements of each Construction Contract; if the CM determines that any Contractors' Close-Out Submittals are not in conformity with requirements of the Construction Contract, the CM shall make recommendations to the District for measures to secure compliance with the requirements of the Construction Contract. If complete and in accordance with the terms of the Construction Contract, the CM shall deliver to the District Representative all of the Contractors' Close-Out Submittals, except for the Contractors' as-built drawings which the CM shall transmit to the Architect for preparation of the Record Drawings. The CM shall monitor the Architect's preparation and completion the Project Record Drawings.

7.3 CM Project Records. Within thirty (30) days of the date after Final Completion of the Project, the CM shall assemble and deliver to the District all of the records maintained by the CM during the Construction Phase of the Project.

7.4 Contractor's Post-Construction Obligations. If a Contractor is obligated under the terms of the Construction Contract to provide work, labor, materials or services after completing



construction of the Project, the CM shall monitor such Contractors' post-construction activities for conformity with requirements of the Contract. The CM shall make recommendations, as necessary, for securing the Contractor's compliance with post-construction obligations. The CM shall implement such recommendations as directed or authorized by the District Representative.

- 7.5 Project Reports. The CM shall monitor the filing of DSA reports and other filings or administrative actions required by applicable law, rule or regulation to be undertaken by the Architect, Project Inspector and Contractor(s) during construction of the Project and upon completing construction of the Project. If the Architect, Project Inspector or any Contractor(s) have not filed reports or taken other actions required during construction of the Project or upon completing construction of the Project, the CM shall make recommendations to the District for measures to secure compliance by the Architect, Project Inspector or Contractor(s) with regard to such requirements. The CM will assist the District in completion and submission of reports and other actions required to be undertaken by the District during construction of the Project or upon completing construction of the Project pursuant to applicable law, rule or regulation.
- 7.6 Project Occupancy. The CM shall assist the District in securing an occupancy permit for the Project or portions thereof as designated by the District. The scope of the foregoing may include the following: (i) accompanying government officials during inspections of the Project; (ii) preparation and submittal of documentation required by governmental agencies to establish completion of Project construction; and (iii) other similar activities and tasks.
- 7.7 DSA Project Certification. The CM shall assist the District in filings, discussions and other actions necessary for DSA Project Certification upon completion of Project construction certifying to completion of the Project in accordance with the Construction Documents and applicable laws, codes, regulations and/or rules. Obtaining DSA Project Certification is a material obligation of the CM under this Agreement.

## 8 CM COMPENSATION

- 8.1 Contract Price. The compensation due the CM for Basic Services for the Project is **(Insert written contract amount) (\$X)**. Payment of the Contract Price for the Project will be made by the District in accordance with the terms as follows: Pre-Construction Services – **(insert amount)**; Construction Services – **(insert amount)**; Post-Construction/Closeout Services – **(insert amount)**. The Contract Price includes the fee of the CM and any Sub-Consultant to the CM, personnel expenses of the CM and sub-consultants, inclusive of all benefits and burdens, travel for personnel of the CM and sub-consultants to and from the Site, travel within the Counties of Los Angeles, Orange, Ventura and Kern, insurance and other overhead costs associated with or arising out of performance and completion of Basic Services for the Project.
- 8.2 Reimbursable Expenses. Unless authorized in advance in writing by the District, there shall be no expenses, costs or other charges arising out of or related to providing Basic Services or authorized Additional Services under this Agreement ("Reimbursable Expenses") which are reimbursable to the CM. If any Reimbursable Expense is approved in advance by the District, the CM's reimbursement shall be limited to the actual costs, without mark-ups or multiples.
- 8.3 Additional Services. If the District shall authorize or direct CM to perform or provide Additional Services described generally in this Agreement, CM shall be compensated for its personnel providing such Additional Services in accordance with the Rate Schedule attached hereto as Exhibit "A" ("the Rate Schedule") and incorporated herein by this reference.

8.4 District Payments.

8.4.1 CM Billings to District. During the Term of this Agreement, the CM will submit monthly billings for payment of the Contract Price. The CM's billings shall: (i) identify each member of the CM's personnel who performed any Basic Services or authorized Additional Services in the preceding month; (ii) a detailed description of the services, tasks or other activities for each time entry; (iii) time entries shall be in increments of no more than one-half hour; and (iv) limited by the amount(s) allocated to each Phase of the CM's Basic Services for the Project, or portions thereof.

8.4.2 District Payments to CM. Within thirty (30) days of receipt of CM's billing invoices, District will make payment to CM of undisputed amounts of the Contract Price due for Basic Services and authorized Additional Services. No deductions shall be made or withheld from payments due CM hereunder because of any penalty, assessment liquidated damages or other amounts withheld by the District from payment to the Architect or Contractor(s). The District may, however, withhold or deduct from amounts otherwise due CM hereunder if CM shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CM has fully cured its failure(s) of performance, less costs, damages or losses sustained by the District as a result of such failure(s) of performance of material obligations hereunder. If at any time the District does not pay to CM all sums invoiced, District shall within thirty (30) days of the CM's submission of its billing invoice, provide CM with written documentation describing the basis for the District's withhold or deduction of the Contract Price and shall pay the balance of CM's invoice not subject to withholding or deduction.

**9 INSURANCE AND INDEMNITY**

9.1 CM Insurance.

9.1.1 Workers Compensation and Employers Liability Insurance. The CM shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts under which the CM may be liable. The CM shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee, which arises out of the employee's employment by Consultant. The Employer's Liability Insurance required of the CM hereunder may be obtained by the CM as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by the CM hereunder.

9.1.2 Commercial General Liability and Property Insurance. The CM shall purchase and maintain Commercial General Liability and Property Insurance as will protect the CM from the types of claims set forth below which may arise out of or result from the CM services under this Agreement and for which the CM may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than the CM's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the CM, or (b) by another person; (iii) claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (d) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; (e) contractual liability insurance applicable to the CM's obligations under this Agreement; and (f) for completed operations. District shall be an additional named insured to the CM's Commercial General Liability insurance policy.

- 9.1.3 Professional Liability Insurance. The CM shall procure and maintain professional liability insurance covering claims arising out of the performance of services under this Agreement.
- 9.1.4 Coverage Amounts. Minimum coverage amounts for policies of insurance obtained by the CM for the Project shall be as follows:

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

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

- 9.2 District General Liability Insurance. District shall obtain and maintain General Liability Insurance covering District for claims of bodily injury, death or property damage arising out of the Project.

9.3 Indemnity.

- 9.3.1 CM Indemnity of District. The CM shall indemnify, defend and hold harmless the Indemnified Parties from all claims, demands, liabilities, actions and causes of action arising out of this Agreement, including without limitation, claims for bodily injury, death, physical property damage and demands, losses, liabilities or other claims arising out of the CM's services hereunder or the negligent, willful acts omissions or other conduct of CM, the employees, agents or representatives of the CM, a Sub-Consultant to the CM or the employees, agents or representatives of a Sub-Consultant. The Indemnified Parties are: the District, the District's Board of Trustees and each individual member thereof and the employees, officers, agents and representatives of the District. The CM's obligations hereunder shall survive termination of this Agreement and/or the completion of Basic Services, until barred by the applicable statute of limitations.

- 9.3.2 District Indemnity of CM. The District shall indemnify, defend and hold harmless the CM from all claims arising out of this Agreement, including without limitation, claims for bodily injury (including death) and physical property damage which arise out of the negligent or willful acts, work of the omissions or other conduct of the District.

**10 TERM OF AGREEMENT; TIME**

- 10.1 Term. The Term of this Agreement shall commence on March 23, 2016 and shall terminate as of the date of CM's completion of its Post-Construction Phase Basic Services.

- 10.2 Time. All of the Basic Services and authorized Additional Services for the Project shall be completed by the CM in a prompt and diligent manner, time is of the essence under this Agreement. If a schedule for completion of Basic Services in connection with the Project is agreed upon between the District and the CM, the CM's performance and completion of Basic Services shall be in accordance with such schedule. The CM shall be liable to the District for all costs, losses, damages or other liabilities arising out of the failure of the CM to complete Basic Services for the Project in accordance with an agreed upon schedule, provided that the CM's liabilities hereunder shall not extend to costs, losses, damages or other liabilities caused by factors beyond the reasonable control of the CM.

## 11 TERMINATION; SUSPENSION

- 11.1 Termination for Default. Either the District or CM may terminate this Agreement upon seven (7) calendar days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure it default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to CM if: (i) CM becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by CM or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for CM or any of CM's property on account of CM's insolvency; or (ii) if CM disregards applicable laws, codes, ordinances, rules or regulations. If District exercises the right of termination hereunder, the amount due CM, if any shall be based upon Basic Services, authorized Additional Services and Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement, reduced by losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Payment of the amount due, if any, shall be made by District only after completion of the Design Documents for the Project and DSA's issuance of the construction permit therefor. CM shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of CM's default hereunder, to the extent that such losses, damages or other costs exceed any amount due CM hereunder for Basic Services or authorized Additional Services.
- 11.2 District's Right to Suspend. The District may, in its discretion, suspend all or any part of the bidding or construction of the Project or CM's services provided, however, that if the District shall suspend bidding or construction of the Project or CM's services hereunder for a period of sixty (60) consecutive days or more and such suspension is not caused by CM or the acts or omissions of CM, upon rescission of such suspension, the Contract Price will be subject to adjusted to provide for actual costs and expenses incurred by CM as a direct result of the suspension and resumption of bidding or construction of the Project or CM's services hereunder.
- 11.3 District's Termination of Agreement for Convenience of the District. The District may, at any time, upon seven (7) days advance written notice to CM terminate, in whole or in part, this Agreement for the District's convenience and without fault, neglect or default on the part of CM. In such event, the Agreement (or portions thereof as designated by the District) shall be deemed terminated seven (7) days after the date of the District's written notice to CM or such other time as the District and CM may mutually agree upon. In such event, the District shall make payment of the Contract Price to the CM for services provided through the date of termination plus actual costs incurred by CM directly attributable to such termination. Except

as set forth herein, no other payment or compensation (including without limitation, overhead costs, anticipated profits, loss of prospective economic advantage, etc.) shall be due the CM upon the District's termination of this Agreement.

- 11.4 CM Suspension of Services. If the District shall fail to make payment of undisputed portions of the Contract Price for the Project when due CM hereunder, CM may, upon seven (7) calendar days advance written notice to the District, suspend further performance of services hereunder until payment of the undisputed portions of the Contract Price in full is tendered by the District. In such event, CM shall have no liability for any delays or additional costs to complete design the Project due to, or arising out of, such suspension. Except as expressly set forth herein, the CM shall have no other right to suspend its performance and completion of Basic Services in accordance with the terms of this Agreement.

**12 MISCELLANEOUS**

- 12.1 Governing Law; Interpretation. This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or CM. In the event of conflict or inconsistency between the provisions of this Agreement and the CM Proposal, the terms of this Agreement shall prevail.
- 12.2 Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of CM and the District. Neither CM nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.
- 12.3 Authority. The individual(s) executing this Agreement on behalf of CM warrant and represent that she/he is authorized to execute this Agreement and bind CM to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Trustees, to bind District to all terms hereof.
- 12.4 CM Personnel. At all times while at any District owned/operated facility, the CM's personnel shall comply with all applicable District rules, regulations and policies. Personnel who violate the District's rules, regulations and policies may be prohibited from access to District owned/operated facilities in the sole discretion of the District. If the District exercises discretion pursuant to the foregoing, the effects of the removal of such personnel shall not result in adjustment of the Contract Price hereunder.
- 12.5 Notices. Notices under this Agreement shall be addressed and delivered as follows:

If to District:

Jim Schrage  
Santa Clarita Community College District  
26455 Rockwell Canyon Road  
Santa Clarita, CA 91355

If to CM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12.6 Disputes.

- 12.6.1 Continuation of CM Services. Except in the event of the District's failure to make payment of undisputed portions of the Contract Price when due the CM for the Project, notwithstanding any disputes between District and CM arising hereunder, CM shall continue to provide and perform services hereunder pending a subsequent resolution of such disputes.
- 12.6.2 Mandatory Mediation. All claims, disputes and other matters in controversy between the CM and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the Judicial Arbitration and Mediation Services ("JAMS"). The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the CM commencing arbitration proceedings pursuant to Paragraph 10.6.3 below.
- 12.6.3 Arbitration. All claims, disputes or other matters in controversy between CM and District arising out of or pertaining to the Project or this Agreement which are not fully resolved through the mandatory mediation set forth above shall be settled and resolved by binding arbitration conducted under the auspices of JAMS. The award rendered by the Arbitrator(s) shall be final and binding upon the District and the CM only if it is supported by law and substantial evidence pursuant to California Code of Civil Procedure §1296. Any arbitration award that does not include findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 shall be invalid and unenforceable. The District and CM hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the arbitration award if, after review of thereof, the Court determines either that the arbitration award is not supported by substantial evidence or that it is based on an error of law. If any claim or dispute is asserted by the Architect or a Contractor or the District relating to the Project and arising in whole or in part out of this Agreement, CM and District agree that any arbitration proceedings initiated between CM and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute with the Architect or Contractor.
- 12.6.4 CM Compliance with Government Code §900 et seq. The foregoing dispute resolution procedures notwithstanding, neither the provisions of this Agreement issued hereunder, shall be deemed to waive, limit or modify any requirements under Government Code §900 et seq. relating to the CM's submission of claims to the District. The CM's strict compliance with all applicable provisions of Government Code §900 et seq. in connection with any claim, dispute or other disagreement arising hereunder shall be an express condition precedent to the CM's initiation of any other dispute resolution procedure or proceeding.

12.7 Definitions.

- 12.7.1 Construction Contract. A Contract for Construction of the Project.
- 12.7.2 Design Documents. The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the Architect for the Project. Design Documents include surveys, soils reports and other documents prepared for the Project by a licensed Architect or registered Engineer, whether under contract to the Architect or District.
- 12.7.3 Architect. The Architect is the firm or individual retained by the District in connection with the Project to provide architectural and related design services in connection with the Project. References to the Architect include Design Consultants retained by the Architect to prepare or provide any portion of the Design Documents for the Project.
- 12.7.4 Project Budget. The Project Budget is to the total costs allocated by the District for design, bidding and construction of the Project by Contractors, exclusive of fees and costs of the Architect, CM and District Consultants, Site acquisition costs and the costs of furniture, furnishing and/or equipment for the Project which are not included in the

scope of the Construction Contract for the Project. The Project Budget established by the District may be modified by the District from time-to-time.

12.7.5 Construction Budget. The "Construction Budget" is the portion of the Project Budget allocated for construction of the Project, exclusive of costs, fees or expense of the CM, Architect, Project Inspector, Project Consultants, and Test/Inspection Providers.

12.7.6 Construction Costs. The costs of labor, materials, equipment (inclusive of the Contractor's general administrative and overhead costs/profit) necessary to complete construction of the Project.

12.7.7 District Representative. The District Representative is the District employee, or his/her designee, who is authorized to on the District's behalf with respect to the Project and this Agreement. The District Representative is authorized to render decisions on behalf of the District and to carry out the District's responsibilities under this Agreement. The District Representative is Jim Schrage, Vice President, Facilities Planning, Operations and Construction.

12.8 Time. Time is of the essence in the performance and completion of obligations under this Agreement.

12.9 Entire Agreement. This Agreement, the CM Proposal and Exhibit A (Rate Schedule) are all of the documents forming a part of the Agreement. The foregoing constitute the entire agreement and understanding between the District and CM concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by a subsequent writing executed by the District and CM.

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

**"DISTRICT"**  
**SANTA CLARITA COMMUNITY COLLEGE**  
**DISTRICT**

**"CM"**

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RATE SCHEDULE  
(EXHIBIT A TO MASTER AGREEMENT FOR  
PROJECT AND CONSTRUCTION MANAGEMENT  
SERVICES)**



**PRICING PROPOSAL  
(RFQ Attachment C)**