

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

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

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

Antelope Valley 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 Contracts/Purchasing Manager whose contact information is noted herein. The RFQ is also available on line at <https://www.avc.edu/administration/busserv/rfpbiddocs>.

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

Antelope Valley Community College District
Attention: Mina Hernandez, Purchasing & Contract Services Manager
3041 West Ave K
Lancaster, California 93536
miheranandez@avc.edu
661-722-6310

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

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 4:00 PM on Wednesday, June 1, 2016; 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. Antelope Valley Community College District (District) is within the California Community College system in Los Angeles County. From its humble beginnings in a classroom at Antelope Valley Joint Union High School in 1929 with an enrollment of 20 students, the District has grown to a campus of over 135 acres with 890 employees and an enrollment of over 18,000 students. Throughout its 85 years, the college has gained a national reputation for its service to the community and industry. In addition to traditional classes, the District's Lancaster campus is home to the award winning early college SOAR High School and a state-funded laboratory preschool. The campus also hosts upper division and graduate-level programs offered by California State University Bakersfield with its own satellite campus. In March 2015, the District was approved as one of only 15 community colleges in the state to begin offering a bachelor degree. The District's Airframe Manufacturing Technology program is designed to meet the needs of the local aerospace industry for aircraft manufacturing leads. The program's curriculum will start no later than fall 2017 addressing airframe manufacturing, aircraft fabrication (structures and composites), electronics, and welding. To learn more, please visit the District's website at <http://www.avc.edu/>.

3.2. The Assigned Projects. The construction management services firms selected through this RFQ will be part of a "pool" of construction management firms from which the District will assign specific Projects from time-to-time, in the sole discretion of the District. The scope of Projects assigned to

the selected construction management services firms are anticipated include a range of projects from minor require to multi-million dollar construction projects. The scope of services to be provided by the CM for a Project, 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 set forth in a Project Assignment Amendment to the CM Contract. Construction Management firms selected for the “pool” through this RFQ will be requested to submit informal proposals for specific projects developed by the District; the construction management firm selected for each Assigned Project in the sole discretion of the District.

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 3041 W. Avenue K, Lancaster, CA 93536 Facilities Services Building, Facilities Services Conference Room (FS 102) Park in Lot #16	Thursday, May 12, 2016 3:30 PM
Last day for submittal of RFQ questions	Wednesday, June 01, 2016 4:00 PM
Responses to RFQ Questions issued	Friday, June 10, 2016
Latest date and time for submittal of RFQ Responses	Wednesday, June 15, 2016 2:00 PM
Interviews, if conducted	Tuesday, July 5, 2016 to Friday, July 8, 2016
Board action to award CM Contracts	Monday, August 08, 2016

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 Contracts/Purchasing Manager 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 Contracts/Purchasing Manager until delivery of such item is effectuated to the office of the District’s Contracts/Purchasing Manager. Accordingly, Respondents are encouraged to personally delivery RFQ Responses directly to the office of the District’s Contracts/Purchasing Manager or to retain a private service to personally deliver RFQ Responses to the Office of the Contracts/Purchasing Manager.

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: Antelope Valley Community College District Attention: Mina I. Hernandez Purchasing & Contract Services Manager 3041 West Avenue K Lancaster, CA 93536-5426	U.S. Postal Service, UPS, FedEx, or other common carrier delivered to: Antelope Valley Community College District Attention: Mina I. Hernandez Purchasing & Contract Services Manager 3041 West Avenue K Lancaster, CA 93536-5426
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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 purchasing@avc.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	Minimum Respondent Coverage Amount
Workers Compensation	In accordance with law
Employers Liability	One Million Dollars (\$1,000,000)
Comprehensive General Liability (including property damage and automobile liability)	Two Million Dollars (\$2,000,000) per Occurrence/Four Million Dollars (\$4,000,000) aggregate
Professional Liability	Two Million Dollars (\$2,000,000) per claim/Four Million Dollars (\$4,000,000) aggregate

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; Proposal. Complete the form of Proposal (RFQ, Attachment C). The District prefers fee proposals which are fixed price or a proposed basis of computing fees to the CM which can be readily converted into a fixed price. Include in the Proposal a detailed listing of the proposed hourly billing rates for the personnel of the CM.

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. Eight (8) 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 (15 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 (15 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 awarded an ongoing construction management services contract will be selected from the short list. Evaluation of short listed firms for award of a contract will be based on the criteria as set forth in Article 5.3 and interviews will be conducted in 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 construction management services firms by the Selection Committee, the Selection Committee will make recommendations to the District's Board of Trustees for the award of no more than five (5) CM Contracts. Notwithstanding any recommendations of the Selection Committee, 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	
Street 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 Millions 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.

[CONTINUED NEXT PAGE]

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)

MASTER AGREEMENT FOR PROJECT AND CONSTRUCTION MANAGEMENT SERVICES

This Master Agreement for Project and Construction Management Services (“Agreement”) is entered as of _____ by and between Antelope Valley Community College District, a California Community College District (“District”) and _____, herein referred to as “the CM”.

WHEREAS, from time-to-time, the District is engaged in the renovation/modernization of existing District facilities and/or for development and construction of new facilities which are collectively referred to in this Agreement as “the Projects” and singularly as an “Assigned Project.”

WHEREAS, the Basic Services under this Agreement generally consist of project and construction management services during the design, bidding and construction of an Assigned Project.

WHEREAS, the Basic Services are in the nature of project and construction management services pursuant to Government Code §4525 et seq.

WHEREAS, the District desires to retain CM to provide and perform Basic Services in connection the design, bidding and construction of Assigned Projects.

WHEREAS, notwithstanding description of the Basic Services described in this Agreement, the specific scope of CM responsibilities relating to an Assigned Project shall be as set forth in the Task Order issued by the District for an Assigned Project.

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 an Assigned Project, as more particularly enumerated in this Agreement and in the Task Order for the Assigned Project. The CM acknowledges and agrees that notwithstanding this Agreement and the terms hereof: (i) the District shall have the sole, exclusive and unrestricted discretion to obtain project or construction management services from entities or individuals other than the CM for any of the Projects; (ii) if the District exercises such discretion, the CM shall have no right to provide project or construction management services for such Projects nor shall the CM have any right to any compensation, expenses or other payment relating to such other Projects; and (iii) the District’s exercise of such discretion shall not be deemed a default or breach of the District under this Agreement.

1.2. Completion of Assigned Project Basic Services. All Basic Services and authorized Additional Services for an Assigned Project shall be performed and completed by employees of the CM and Sub-Consultants approved in advance by the District. To the extent that the District has established a Project Budget and/or a schedule for completion of the design, bidding and construction of an Assigned Project, the Basic Services of the CM shall include confirmation that the Project Budget and schedule for an Assigned Project are sufficient and reasonable for the Assigned Project. If in the course of performing Basic Services for an Assigned Project, the CM determines that the Project Budget or schedule established by the District are insufficient for the Assigned Project, the CM shall notify the District Representative of such determination, along with specific recommendations for measures to conform the Project Budget or schedule of an Assigned Project with the Project Budget or schedule for the Assigned Project established

by the District. The CM's Basic Services shall include the implementation of remedial measures as directed or authorized by the District. The scope of Basic Services to be provided by the CM for an Assigned Project shall be in accordance with the Task Order issued by the District for the Assigned Project.

- 1.3. Meetings and Conferences. The CM acknowledges that completing the design, bidding and/or construction of an Assigned Project and the CM's completion of Basic Services for an Assigned Project under this Agreement 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 an Assigned Project shall be its attendance and participation in meetings and conferences with the various parties engaged in an element of the design, bidding or construction of an Assigned Project as requested or directed by the District. The CM's Basic Services for an Assigned Project shall include the CM's taking, transcribing and/or distribution of minutes of such meetings, as directed or authorized by the District.
- 1.4. 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; (ii) the Contractor(s); (iii) the Project Inspector; (iv) Test/Inspection Service Providers; and (v) others providing services in connection with design, bidding and/or construction of an Assigned Project, including without limitation consultants for an Assigned Project who are retained by the District ("District Consultants"). CM agrees to fully cooperate and collaborate with other Project Participants who are retained by the District for an Assigned Project without, however, assuming any liability of or for the acts, omissions, services or work product of such other Project Participants or District Consultants, except as set forth in this Agreement.
- 1.5. Project Inspector; Test/Inspection Services. If requested by the District, the Basic Services of the CM for an Assigned Project shall include the CM's assistance to the District in the selection and retention of the Project Inspector and/or Test/Inspection Service Providers for the Construction Phase of an Assigned Project. The foregoing includes without limitation development and management of procurement procedures, processes and documents for procuring and selecting Project Inspectors and Test/Inspection Service Providers. Regardless of the extent of the CM's Basic Services for an Assigned Project relating to the selection or retention of the Project Inspector or Project Test/Inspection Service Providers, the Basic Services for each Assigned Project shall include the CM's coordination and scheduling of the services of the Project Inspector and Test/Inspection Service Providers with the progress of construction during the Construction Phase of an Assigned Project. The CM is not, however, responsible for the completeness or accuracy of the work product or services provided by the Project Inspector or Test/Inspection Service Providers.
- 1.6. CM Project and Construction Management Team. CM will establish a project and construction management team appropriately staffed to perform the Basic Services for each Assigned Project. CM's personnel and the specific roles, authority and responsibility of the CM's personnel are subject to the reasonable approval of the District; if any of the CM's District-approved personnel are removed from an Assigned Project, the District shall have the reasonable right of approval of the CM's replacement personnel. For each Assigned Project, the CM shall designate in writing a Project Manager who shall be reasonably satisfactory to the District and who shall have the overall responsibility for performance of CM's obligations hereunder and be authorized to act on behalf of the CM in discharge of CM's obligations in connection with such an Assigned Project. The CM's Project Manager for an Assigned Project shall be, at all times while providing Basic Services for the Assigned Project, a contractor or architect licensed under California law or an engineer registered under California law. All of the

Basic Services for an Assigned Project shall be performed by the CM's Project Manager for the Assigned Project or by other employees of the CM or the CM's Sub-Consultants acting under the direction and control of the CM's Project Manager for the Assigned Project.

- 1.7. Regulatory Agencies. The Basic Services of the CM shall include coordination, management and scheduling of the services of the Architect and District Consultants with the procedures or processes for the issuance of approvals, permits and other authorizations from regulatory agencies relating to the design, bidding or construction of an Assigned Project. The foregoing shall include without limitation, and as applicable to an Assigned Project, the approvals, permits and other authorizations issued by the Division of State Architect ("DSA"), the California Community Colleges Chancellor's Office, State of California Department of Finance, State of California Public Works Board, the Cities of Palmdale/Lancaster and/or Los Angeles County.
- 1.8. CM Standard of Care. CM shall provide the Basic Services and authorized Additional Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms hereof and applicable law, code, rule or regulation. CM's services hereunder shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption or delay to the orderly progress and timely completion of the design, bidding and construction of an Assigned Project. The CM is liable to the District for all losses, costs, expenses, damages or other liabilities arising out of the failure or refusal of the CM to complete the Basic Services for an Assigned Project in accordance with the foregoing.
- 1.9. Document Management and Controls. The CM is responsible for management and control of document generation, transmission and archiving for each Assigned Project, as more particularly set forth herein. As used herein, "documents" refer to all drafts, copies and originals of Drawings, Specifications, calculations, memos, reports, notes and other materials of a written, graphic or electronic nature which relate in any manner to an Assigned Project or the design, bidding or construction of an Assigned Project.
 - 1.9.1. District Processes and Procedures. The CM's generation, transmission and archival of documents relating to an Assigned Project shall conform to the processes and procedures established by the District, including modifications thereto implemented from time-to-time by the District.
 - 1.9.2. Projects Document Management. The District may, in the sole discretion of the District, implement document management and control measures, including web-based document management software for the Projects or a specific Assigned Project. The District will provide the CM and its personnel with access to the District implement document management software and training materials, if applicable for use of the document management software. The Basic Services of the CM includes training of CM personnel on the use of the District implemented document management software and the use of such document management software for Projects or an Assigned Project as directed by the District. The CM shall acquire, without adjustment of the Contract Price for an Assigned Project, all necessary equipment to operate and use the District designated document management software for the Projects or an Assigned Project.

2. BASIC SERVICES; DESIGN PHASE

2.1. Design Phase Management.

- 2.1.1. General. The Basic Services of the CM during the Design Phases of an Assigned Project includes the CM's scheduling, management and coordination of the services, work product, and other related activities and functions of the Architect, the Architect's Design Consultants and the District Consultants so that: (i) the progress of development and completion of the Design Documents for an Assigned Project conforms to the District's schedule requirements; (ii) the Design Documents incorporate and reflect District established requirements for the Assigned Project; and (iii) that the different services and work product of the various participants to the Assigned Project are coordinated and

consistent. The foregoing notwithstanding, (i) the CM does not assume liability (except as set forth in this Agreement) for the Design Documents for an Assigned Project prepared by the Architect and the Architect's Design Consultants; and (ii) the scheduling, management and coordination services of the CM includes the scheduling, management and coordination of the Architect and the Design Consultants who are retained directly by the Architect. The CM acknowledges that this Agreement does not set forth in detail all of the activities, actions and other services of the CM necessary to complete and discharge the responsibilities described above. The CM agrees that notwithstanding the absence of detailed descriptions of the activities, actions and other services of the CM, the CM's Basic Services hereunder includes all such activities, actions and services of the CM necessary or appropriate to complete the foregoing described obligations of the CM.

- 2.1.2. Selection and Retention of Architect for Assigned Project. If the District has not selected and retained an Architect for an Assigned Project, as requested or directed by the District, the CM shall assist the District in: (i) development documents, and implementation of, procedures and processes for issuance of requests for proposals/qualifications to potential architectural services firms and their proposed Design Consultants; (ii) review and evaluations of proposals submitted in response to such requests; (iii) participate with the District in interviews of potential architectural services firms for an Assigned Project; and (iv) recommendations to the District for the selection of an Architect for an Assigned Project. As requested by the District, the CM shall assist in the negotiations of terms and conditions as well as preparation of the contract between the District and the Architect for an Assigned Project.
- 2.1.3. Architect Billings. The Basic Services of the CM shall include the CM's review of billing statements submitted to the District by the Architect for an Assigned Project for fees and costs related to the Assigned Project. The CM's review of such billings shall: (i) be completed in a timely manner so that the District can make payment of the undisputed determined to be due on each such billing within the time established by law or by the terms of the contract between the District and Architect for an Assigned Project; (ii) include verification of the amount properly due the Architect; and (iii) written recommendation to the District Representative of the amount properly due the Architect on each billing statement. If the CM determines that any portion of an Architect's billing statement reflects fees, expenses or other charges are not due the Architect, the Basic Services of the CM includes the CM's establishment of the basis for such determination and the CM's participation in discussions and other communications with the Architect and/or the District to fully resolve of any claim or dispute arising out of or related to any such determination.

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

going throughout the Architect's development of Design Documents for an Assigned Project, until DSA has reviewed the Design Documents and issued a construction permit therefor.

2.3. DSA Reviews/Permitting.

- 2.3.1. General: Design Schedule. The CM shall develop schedules acceptable to the District Representative and the Architect relating to the completion of iterations of the Design Documents for an Assigned Project and the submittal of such Design Documents to DSA for review and issuance of the construction permit for an Assigned Project ("the Design Schedule"). A material obligation of the CM under this Agreement is the management and coordination of the services/work product production of the Architect in a manner so that the Design Schedule for an Assigned Project is complied with by the Architect. If the progression of the development and completion of the Design Documents for an Assigned Project falls behind the Design Schedule, the CM shall identify measures to conform the progress of Design Documents development and completion to the Design Schedule. The CM shall implement such measures as directed or authorized by the District.
- 2.3.2. DSA Reviews. The CM shall review then current DSA rules, regulations and other regulatory materials to determine the extent of alternatives to the traditional development of completed Design Documents for a project followed by submittal to DSA for review and issuance of the Construction Permit, including without limitation, the "collaborative DSA review process" described at Education Code §81133.1. The CM shall make recommendations to the District Representative for engaging in alternative means of DSA review of the Design Documents for an Assigned Project and DSA's issuance of a construction permit for an Assigned Project.

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

2.5. Constructability Review. If indicated in the Task Order for an Assigned Project, at the intervals noted in the Task Order, the CM shall conduct Constructability Reviews of the Design Documents to ascertain whether the Assigned Project, as depicted in the Design Documents:

(i) accurately and completely reflect the District's use/occupancy and Project Budget objectives

for the Assigned Project; and (ii) the Design Documents for the Assigned Project are free of errors, omissions, conflicts, or other deficiencies that are patently observable so that the Contractor(s) can construct the Assigned Project as depicted in the Design Documents without delays, disruptions or additional costs resulting from errors, omissions, conflicts or other deficiencies in the Design Documents (“Constructability Reviews”). It is recognized that the CM’s Constructability Reviews are made in its capacity as a construction manager and not as a licensed design professional. The foregoing notwithstanding, the CM’s capacity as a construction manager shall not limit, condition modify or other impair/reduce the CM’s obligations relating to Constructability Reviews as set forth in this Agreement. The scope of the CM’s Constructability Reviews shall include: (i) confirmation that the various components of Design Documents prepared by the Architect and its Design Consultants 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, design or engineering calculations, specified dimensions, and the sufficiency of the Architect’s design of building systems including but not limited to roofing, building skin, mechanical, electrical, data, fire alarm and security to perform as intended. The CM’s Constructability Reviews do not supersede the responsibility of the Architect to provide correct and coordinated Design Documents for the Assigned Project. The CM shall submit written Constructability Review comments (“Constructability Comments”) to the District Representative for review and consideration by the District. The District shall have the sole and exclusive discretion to accept some, all or none of the CM’s Constructability Comments. If the District accepts any of the CM’s Constructability Comments, the CM shall review the Design Documents modified by the Architect for confirmation that the District accepted Constructability Comments are incorporated into the Design Documents issued on behalf of the District for bidding and construction by Contractors. If the CM determines that the Architect has not incorporated into the Design Documents the Constructability Comments accepted by the District, the CM shall advise the District of measures to ensure that the Design Documents issued for bidding by Contractors incorporate the District accepted Constructability Comments. The CM shall implement such measures as directed or authorized by the District.

- 2.6. District Review of Value Engineering Recommendations and Constructability Review Comments. Upon receipt of the CM’s Value Engineering Recommendations and the CM’s Constructability Comments, the District shall promptly complete review of the same. Upon the District’s completion of such reviews, the CM and the District Representative shall meet and confer, as necessary, to determine which of the CM’s Value Engineering Recommendations and Constructability Comments are to be incorporated by the Architect into the Design Documents for the Assigned Project.
- 2.7. Construction Budget: Estimate of Construction Costs. The CM shall review the District’s Construction Budget for the Assigned Project, review Estimates of Construction Costs prepared by others for the Project, and/or prepare Estimates of Construction Costs.
- 2.7.1. CM Review and Acceptance of Construction Budget. The Basic Services of the CM for each Assigned Project shall be the CM’s review of the District established Construction Budget for the Assigned Project prior to the CM’s commencement of any other Basic Services for the Assigned Project. If, based upon such review, the CM accepts the Construction Budget, the CM’s Project Manager for the Assigned Project shall notify the District Representative in writing of the CM’s acceptance of the Construction Budget. If, based upon such review, the CM believes that the Construction Budget is insufficient to cover the costs to construct the Assigned Project or if the CM believes that the Construction Budget exceeds costs necessary to construct the Assigned Project, the CM’s Project Manager for the Assigned Project shall notify the District Representative in writing of such determination, along with recommendations for adjustment of the Construction Budget or modification of requirements of the Assigned Project so that the

costs to construct the Assigned Project conforms to the Construction Budget. In such event, the CM's Project Manager shall review the District's modifications of Assigned Project requirements and/or the District's adjustments of the Construction Budget; if acceptable, the CM's Project Manager shall notify the District Representative in writing of the CM's acceptance of the modified Assigned Project and/or Construction Budget. The process for the District's modification of the Assigned Project and/or the Construction Budget shall continue until the CM accepts the District's Construction Budget and the Assigned Project requirements. Upon the CM's acceptance of the Construction Budget and the Assigned Project requirements, the Basic Services of the CM and the CM's obligations hereunder include without limitation, using the CM's best efforts to ensure that design, bidding and construction of an Assigned Project are completed in conformity to the Construction Budget and Assigned Project requirements.

- 2.7.2. CM Estimate. If indicated in the Task Order for an Assigned Project, the CM shall prepare and submit to the District Representative the CM's Estimate(s) of Construction Costs for the Assigned Project at the interval(s) noted in the Task Order. If indicated in the Task Order for an Assigned Project, upon completion of the CM's Value Engineering and Constructability Reviews for the Assigned Project, the CM shall prepare the Final Estimate of Construction Costs which shall reflect modifications to the Design Documents resulting from District accepted Value Engineering Recommendations and District accepted Constructability Review Comments for the Assigned Project. The CM's Final Estimate of Construction Costs shall be prepared and submitted to the District Representative in accordance with the time-frames set forth in the Task Order for the Assigned Project. All of the CM's Estimates of Construction Costs shall: (i) be in the format with such detailed breakdown of estimated costs for construction of the Assigned Project as directed by the District Representative; (ii) be organized by the standard specifications sections established by the Construction Specifications Institute; and (iii) be based upon the then current market conditions for labor, materials and equipment in the locality of the Assigned Project necessary to complete construction of the Assigned Project in accordance with the Design Documents. If the CM's Final Estimate of Construction Costs for an Assigned Project exceeds the Construction Budget established by the District for the Assigned Project by five percent (5%) or greater, the CM shall make recommendations to the District, for measures to reduce the Estimate of Construction Costs to conform with the Construction Budget for the Assigned Project. If the CM's Final Estimate of Construction Costs for an Assigned Project is less than the Construction Budget for the Assigned Project by five percent (5%) or more, the CM shall make recommendations to the District for items to incorporate into the Assigned Project to conform the CM's Estimate of Construction Costs with the Construction Budget for the Assigned Project.
- 2.7.3. Verification of Others' Estimate(s) of Construction Costs. Whether or not the Basic Services of the CM for an Assigned Project includes the CM's preparation of Estimate(s) of Construction Costs, the Basic Services of the CM for each Assigned Project shall include the CM's review of Estimate(s) of Construction Costs for an Assigned 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 Assigned Project; (ii) reflect the then current marketplace prices for labor, materials and other items or services necessary for completing construction of the Assigned Project in accordance with the then existing Design Documents for the Assigned Project; and (iii) conformity (within five percent (5%)) of the Construction Budget for the Assigned 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 Assigned Project so that the CM can confirm conformation of such requirements.

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

3. BASIC SERVICES; BIDDING PHASE

- 3.1. Review and Assembly of Bid Documents. The CM shall review the District's standard forms of bid and contract documents to prepare Bid and Contract Documents for each Assigned Project. The CM shall revise the District's standard form of bid and contract documents to incorporate specific needs or requirements of the Assigned Project and submit the same to the District for review and acceptance. The CM shall modify the bid and/or contract documents for an Assigned Project as necessary to obtain the District's acceptance of the entirety of the bid and contract documents for an Assigned Project.
- 3.2. Authority to Bid. The CM shall review approvals theretofore obtained by or on behalf of the District relating to authority of the District to engage in bidding the Assigned Project for construction. The CM shall confirm to the District the authority of the District to engage in the bidding process for construction of the Assigned Project; if there are limitations to the District's authority to bid the Assigned Project the CM shall advise the District of the same and assist the District in removing such limitations.
- 3.3. Advertisements. The CM shall assist the District in development of the Notice to Contractors, advertisement of the Assigned Project bidding, issuance of the Notice to Contractors and placement of the bidding advertisement will be completed by the District. The CM shall also make recommendations to the District Representative for placement of notices and issuance of other communications for the purpose of publicizing the availability of the Assigned Project for bidding by Contractors. The CM shall assist the District in placing such notices and issuing communications for such purposes.
- 3.4. Contractor Pre-Qualification. The CM shall make recommendations to the District relative to pre-qualification of potential bidders for construction of an Assigned Project. If the District elects

to engage in the pre-qualification process for an Assigned Project, the CM shall assist the District in: (i) development of pre-qualification criteria and the pre-qualification application; (ii) development and placement of an advertisement in a newspaper of general circulation in Santa Clara County of the availability of pre-qualification applications; (iii) develop and implement a program to inform potential bidders for the Assigned Project of the pre-qualification process and to encourage potential Contractors to engage in the pre-qualification process; (iv) review and evaluate responses to the pre-qualification application; and (v) recommendations to the District for selection of the Contractors deemed qualified to submit Bid Proposals for the Assigned Project.'

- 3.5. Dissemination of Bid Documents to Contractors. Unless otherwise indicated in the Task Order for an Assigned Project, the District will contract with a reprographics company for managing and completing distribution of bid and contract documents and addenda issued during the bidding of an Assigned Project to prospective bidders. Basic Services of the CM include oversight of the District retained reprographics company and logistical support/coordination of the delivery of materials from the District or others to the reprographics company and the reprographic company's dissemination of bid documents, contract documents and addenda to prospective bidders for an Assigned Project. 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 an Assigned Project. All such records shall be available to the District for review, inspection and/or reproduction upon request of the District. CM is responsible for ensuring that the bid and contract documents for an Assigned Project are submitted to the District retained reprographics company before the date of the first advertisement for bidding the Assigned Project.
- 3.6. Contractors' Campaign. The CM shall, by all appropriate means of communication, advise Contractors of the availability of the Assigned Project for bidding. The CM shall endeavor to maximize the participation of qualified Contractors whose principal place of business is situated in the Lancaster/Palmdale area of Los Angeles County. The CM shall maintain records of contacts made and communications transmitted to/received from potential bidders for the Assigned Project. All such records shall be available for review and/or reproduction by the District upon request.
- 3.7. Pre-Bid Conference(s). The CM shall conduct pre-bid conferences, including the job walk(s), if one is required or scheduled in the Bid Documents. The pre-bid conference shall include without limitation: (i) description of the Assigned Project; (ii) description of the process for bidding and award of the Contract(s) for construction of the Assigned Project; and (iii) requirements relating to bonds, insurance coverages and similar administrative requirements. The job walk shall provide bidders with an overview of the Site of the Assigned Project and an understanding of the physical limitations and other constraints affecting the Work of the Assigned Project or portions thereof. The CM shall: (i) maintain a list of bidders and bidders' representatives attending a job walk; and (ii) record and transcribe minutes of the pre-bid conferences and job walk(s). The bidders list shall be delivered by the CM to the District within twenty-four (24) hours of a job walk. 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.
- 3.8. Opening/Reading of Bid Proposals. The CM shall assist the District in the public opening and reading of Bid Proposals for an Assigned Project. Upon completing the public opening and reading of Bid Proposals, the CM 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). If bidding for an Assigned Project was not subject to a pre-qualification

process, the CM shall review the Statement of Qualifications submitted by bidders for an Assigned Project and shall provide the District with a written confirmation of such review and recommendations, if any, of the CM for rejection of a Bid Proposal based on the Bidder's responses to the Statement of Qualifications.

- 3.9. Review of Bid Proposals: Recommendations for Award of Construction Contract. The CM shall review submitted Bid Proposals to determine: (i) whether the bidder submitting the Bid Proposal is a responsible bidder; and (ii) whether the Bid Proposal is responsive to material bidding requirements. CM shall make recommendations to the District regarding: (i) rejection of a Bid Proposal based upon the "non-responsibility" of the bidder; (ii) rejection of a Bid Proposal for non-responsiveness to material bidding requirements; (iii) rejection of a Bid Proposal for any other reason; (iv) rejection of all Bid Proposals; and (v) award of Construction Contract for the Assigned Project. If the bidding for an Assigned Project includes Alternate Bid Items, the CM shall make recommendations for the Alternate Bid Items, if any, to be included in the scope of the Construction Contract awarded by the District for the Assigned Project. The CM shall make recommendations to the District Representative for award of the Construction Contract for the Assigned Project. As requested by the District, the CM shall assist the District in preparing the Construction Contract for execution and other related administrative tasks in connection with the Construction Contract awarded by the District for an Assigned Project.

4. BASIC SERVICES; CONSTRUCTION PHASE

- 4.1. Administration and Coordination of Construction Contract and Construction. CM will provide administrative, management and related services necessary to administer the Construction Contract for an Assigned Project, including, without limitation: (i) receive, review and forward to the District and the Architect the Contractor(s)' Certificates of Insurance and Bonds along with commentary as to the extent to which the same comply with requirements of the Construction Contract; (ii) advice and recommendations to the District for issuance of Notice(s) to Proceed directing commencement of construction of the Assigned Project or portions thereof; issuance of the Notice(s) to Proceed on behalf of the District as directed or authorized by the District; (iii) scheduling, coordinating and conducting pre-construction and construction meetings; recording, maintaining and distributing minutes thereof; (iv) in consultation with the Architect, develop and implement procedures for the submittal and processing of Submittals; (v) in consultation with the District and the Architect, develop and implement procedures for the handling and disposition of the Contractor's requests for information or clarifications; (vi) establish and implement procedures for the transmittal and receipt of communications, drawings and other information between CM, Architect and the Contractor relating to construction of the Assigned Project; (vii) assist the District in selection and retention of Test/Inspection Service Providers and the Project Inspector; (viii) review the Contractor's Construction Schedules and implement provisions of the Construction Contract relating to the Contractor's obligations for development, maintenance, updating and compliance with the Construction Schedule for the Assigned Project; and (ix) establish Site staging, lay down and storage areas. The CM's Basic Services relating to Assigned Project communications shall utilize forms, processes and other measures implemented by the District in connection with construction of the Assigned Project, including without limitation, the eDocs web-based document control management system implemented by the District for the Assigned Projects.
- 4.2. Construction Phase Meetings and Conferences. The CM shall conduct meetings and conferences during the Construction Phase of an Assigned Project.
- 4.2.1. Pre-Construction Conference. The CM shall conduct a Pre-Construction Conference after award of the Construction Contract for an Assigned Project and prior to commencing Assigned Project construction at the Site to address matters relating to: (i) scope and other requirements of the Assigned Project; (ii) the schedule for completion of the Assigned Project; (iii) administrative matters, including the submission and processing of payment requests, requests for information, Submittals and other similar

- matters; (iv) prevailing wage rates, Certified Payroll Records and other matters relating to the employment of labor; (v) test and inspection requirements; and (vi) other matters relating to the Assigned Project.
- 4.2.2. Regular Construction Conferences. During the course of construction of an Assigned Project, the CM shall conduct Regular Construction Conferences on a weekly basis. The Regular Construction Conferences shall address at least the following: (i) Project Progress Schedule reviews, updates and look-aheads; (ii) outstanding and open matters from prior Construction Conferences; (iii) coordination of installation activities; and (iv) other matters relating to the construction of the Assigned Project.
- 4.2.3. Special Construction Conferences. As required by the circumstances of construction of the Assigned Project, the CM shall call and conduct Special Construction Conferences to address matters not subject to the agenda or subject matter of Regular Construction Conferences.
- 4.2.4. 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.
- 4.3. Monitoring of Construction Costs; Cost Reports. CM will monitor on-going Construction Costs and advise the District of the financial condition of the Assigned Project by: (i) development of Project cash flow reports, forecasts and other financial reports for the Assigned Project, including those reflecting variations between actual Construction Costs and the Construction Budget and estimated costs of unperformed activities of the Assigned Project; (ii) maintaining records reflecting the actual costs for activities completed or in progress, including records relating to work performed on a unit cost basis and additional work performed by the Contractor on a time and materials basis; (iii) monitoring and advising the District of costs pertaining to potential, pending and completed Changes; and (iv) advising and making recommendations to the District for adjustments to the Construction Budget relative to actual or anticipated Construction Costs. The CM shall prepare and submit cost reports of each Assigned Project to the District Representative on a monthly basis; provided that if the District Representative reasonably determines that more frequent cost reports for an Assigned Project are required, the CM shall comply with the directive(s) of the District Representative. The information compiled by the CM and reports generated by the CM relating to Construction Costs of the Assigned Project shall be in such detail, format and in accordance with processes/procedures required by the District. In addition, the extent of detail and the nature of the format of such reports, the information compiled by the CM and reports generated by the CM shall specifically indicate the original Contract Price of the Construction Contract, the extent of adjustment of the Contract Price by Change Orders approved by the District and the extent of potential further adjustment of the Contract Price as of the date of the CM's report based upon the Changes or potential Changes known at the time of the CM's preparation of a cost report.
- 4.4. 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) CM will assist in the development of procedures for submittal, review, processing and disbursement of Progress Payments to Contractor, along with associated forms and reporting systems; (ii) based upon CM's observations and evaluations of each Application for Progress Payment, CM will review and certify to the District the amount due on each such

Application for Progress Payment; CM's certifications constitute a representation to the District that, based on CM's observations at the Site, the data in each Application for Progress Payment, and to the best of CM's knowledge, information and belief, the Work has progressed to the point indicated in the Application for Progress Payment and the quality of the Work is in generally in accordance with the Contract Documents; (iii) CM's representations relative to Applications for Progress Payment are subject to an evaluation of the Work for conformity with the requirements for the Substantial Completion, results of subsequent tests, inspections and other procedures, minor deviations from requirements correctable prior to completion and any specific qualifications expressed by CM in its certification. CM's issuance of a Certificate pursuant to the preceding shall be a representation that the Contractor is entitled to payment in the amount so certified. The CM's review of Applications for Progress Payment shall be undertaken and completed in a timely manner so that the District can meet its obligations to make Progress Payment due the Contractor within the time permitted by applicable law without incurring interest liability or other penalties/liabilities. If the CM fails to timely complete its review of any of the Contractor's Applications for Payment and the failure to timely complete such review results in the District incurring interest liability or other penalties/liabilities, the CM shall be liable to the District for all such interest liability or other penalties/liabilities. The District may withhold such amount from the Contract Price then or thereafter due the CM for the Assigned Project. The CM's liability pursuant to the foregoing shall be in addition to, and not in lieu of, all other liabilities of the CM to the District for losses, costs, damages or any other liability of the District arising out of the CM's failure to timely complete review of a Contractor's Application for Progress Payment.

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

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

4.8. Project Progress.

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

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

4.8.3. 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 Certificates of Substantial Completion and Final Completion, as applicable.

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

4.10. Site Observations.

4.10.1. CM On-Site. During construction of the Assigned 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 Assigned 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 Assigned Project.

- 4.10.2. Construction Quality. The CM shall use its best efforts to guard the District against defects and deficiencies in construction and workmanship of the Assigned Project on the basis of its Site observations, and a quality control program established and implemented hereunder to monitor construction workmanship for conformity with: (i) accepted industry standards; (ii) applicable laws, codes, regulations, ordinances or rules; (iii) and the requirements of the Construction Documents.
- 4.10.3. 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 Assigned 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. CM's responsibilities hereunder shall be limited to defective or deficient work of an apparent and patent nature.
- 4.11. Site Safety.
- 4.11.1. District Safety Program. Prior to any performance of Work at the Site, the CM shall review the District's safety requirements for the Assigned Project and to address measures to be implemented by the CM to verify that the Contractor implements a safety programs during construction of the Assigned Project.
- 4.11.2. Contractor Safety Programs. CM shall review safety programs of the Contractor for conformity with requirements of the Construction Documents and applicable law; CM shall monitor the Contractors' compliance with their respective safety programs and advise the District of measures, if any, necessary or appropriate to obtain the Contractors' compliance. By undertaking the obligations hereunder, CM shall not be deemed to have assumed responsibility for the adequacy or sufficiency of safety programs implemented by Contractor, but the CM is responsible for verifying that the Contractor has established a safety program, that the safety program established by the Contractor is in compliance with the Construction Documents and applicable law, rule or regulation and that the Contractor implements its safety program during construction of the Assigned Project.
- 4.11.3. Safety Violations; Safety Conditions. The CM shall promptly notify the District Representative in writing of all CM observed instances of a Contractor(s)' failure to comply with applicable safety requirements or safety programs. If a safety violation or other unsafe conditions occurs on or about the Site of the Assigned Project which have an immediate potential or actual adverse effect on life or property, the CM is authorized, without prior notice to the District or prior directive of the District, to take all actions deemed necessary and appropriate by the CM under the then existing circumstances to prevent such actual or potential adverse effect.
- 4.12. Changes and Claims.
- 4.12.1. Coordination of Changes. CM will coordinate and disseminate correspondence, Drawings and other written materials by and between the Contractor(s), the District, Project Inspector, Test/Inspection Service Providers and the Architect relating to Changes to the Work of an Assigned Project. CM will coordinate: (i) the Architect's preparation of modifications to the Design Documents as necessary for the Contractor to implement a District authorized change; (ii) DSA review and approval/acceptance of modified Design Documents relating to a Change; and (iii) the Contractor(s)' performance of Changes authorized by the District. CM will maintain a log or other written records to monitor the pendency and disposition of Changes and Change Orders to keep the District advised of the status of the same and the actual or potential impact

of any particular Change or Change Order or the cumulative effects thereof on Construction Costs or time for completing construction of the Assigned Project. If requested by the District, the Change Order Log shall include an evaluation of the underlying reason(s) for implementing a Change or Change Order. The Change Order Log maintained by the CM shall be available for review, inspection and reproduction upon request of the District.

- 4.12.2. Processing of Changes and Change Orders. CM will assist the District and the Architect in evaluation of requests by Contractor(s) for issuance of Change Orders, assist in negotiations with Contractor(s) relative to Change Orders proposals and the adjustment of Contract Price or Contract Time under the Construction Contract for an Assigned Project. CM will make recommendations to the District and the Architect for handling and disposition of the Contractor's proposals relative to Change Orders. If a Change to a Construction Contract is approved or authorized by the District, CM will assist the District and the Architect in the preparation of a Change Order reflecting such approved or authorized change to the Construction Contract. The CM is not authorized, without the prior written consent and approval of the District, to effectuate or authorize any Change to the Work of an Assigned Project. The CM shall be liable to the District for all direct and consequential costs, losses or damages resulting from the CM's direction or authorization to effectuate a Change to the Work of an Assigned Project without the prior direction and authorization of the District.
- 4.12.3. 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.

5. BASIC SERVICES; POST-CONSTRUCTION PHASE

- 5.1. Review and Transmittal of Contractor Closeout Documents. The CM shall receive from the Contractor(s)' the closeout documents and items to be submitted by the Contractor(s) under the terms of the Construction Contract(s) upon completion of their obligations under the Construction Contract(s) ("Close-Out Submittals"). The CM shall review each Contractor's Close-Out Submittals to determine conformity with requirements of each Construction Contract. If the CM determines that any Contractors' Close-Out Submittals are not in conformity with requirements of the Construction Contract, the CM shall make recommendations to the District for measures to secure compliance with the requirements of the Construction Contract. If complete and in accordance with the terms of the Construction Contract, the CM shall deliver to the District Representative all of the Contractors' Close-Out Submittals, except for the Contractors' as-built drawings which the CM shall transmit to the Architect for preparation of the Record Drawings. The CM shall monitor the Architect's preparation and completion the Project Record Drawings.
- 5.2. CM Project Records. Within thirty (30) days of the date after Final Completion of an Assigned Project, the CM shall assemble and deliver to the District all of the records maintained by the CM during the Construction Phase of the Assigned Project.

- 5.3. Contractor's Post-Construction Obligations. If a Contractor is obligated under the terms of the Construction Contract to provide work, labor, materials or services after completing construction of the Assigned Project, the CM shall monitor such Contractor(s)' post-construction activities for conformity with requirements of the Contract. The CM shall make recommendations, as necessary, for securing the Contractor's compliance with post-construction obligations. The CM shall implement such recommendations as directed or authorized by the District Representative.
- 5.4. Project Reports. The CM shall monitor the filing of DSA reports and other actions required by applicable law, rule or regulation to be undertaken by the Architect, Project Inspector and Contractor(s) during construction of an Assigned Project and upon completing construction of the Assigned Project. If the Architect, Project Inspector or any Contractor(s) have not filed reports or taken other actions required during construction of the Assigned Project or upon completing construction of the Assigned Project, the CM shall make recommendations to the District for measures to secure compliance by the Architect, Project Inspector or Contractor(s) with regard to such requirements. The CM will assist the District in completion and submission of reports and other actions required to be undertaken by the District during construction of the Assigned Project or upon completing construction of the Assigned Project pursuant to applicable law, rule or regulation.
- 5.5. DSA Certification. The CM is responsible for confirming that parties, including without limitation, the Architect, Project Inspector, Contractor and test/inspection service providers for each Assigned Project timely complete activities necessary for DSA Certification that the Assigned Project is constructed in accordance with the DSA approved Construction Documents for the Assigned Project. The foregoing includes confirmation that such parties timely submit to DSA Verified Reports, test/inspection records and other similar materials necessary for DSA Certification of an Assigned Project. If DSA Certification of an Assigned Project is not issued within one hundred twenty (120) days after Final Completion of an Assigned Project, the CM shall provide the District with a detailed written statement of: (i) each action necessary to obtain DSA Certification ("Certification Action"); (ii) party(ies) responsible for completing each Certification Action; and (iii) measures to be implemented by the District to complete each Certification Action ("Certification Measures"). The CM shall assist the District in implementing Certification Measures as directed or authorized by the District.

6. CM COMPENSATION

- 6.1. Contract Price. The compensation due the CM for Basic Services for each Assigned Project shall be as set forth in the Task Order for each Assigned Project. Payment of the Task Order Contract Price for an Assigned Project will be made by the District in accordance with the terms hereof. 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 from their respective offices to and from the Site, and travel within the Counties of Los Angeles, San Bernardino, Riverside, Ventura, Kern and Orange, insurance and other overhead costs associated with or arising out of performance and completion of Basic Services for an Assigned Project. The Contract Price due the CM for an Assigned Project shall be established by mutual agreement of the CM and the District, using the CM Pricing Matrix attached hereto as Exhibit A as a guideline for establishing the Contract Price for an Assigned Project. The CM acknowledges and agrees that the percentage of Construction Costs indicated in the Pricing Matrix for a scope of services relating to an Assigned Project shall reflect the maximum Contract Price for an Assigned Project.
- 6.2. 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.

6.3. 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 "B" ("the CM Additional Services Rate Schedule") and incorporated herein by this reference.

6.4. District Payments.

6.4.1. CM Billings to District. During the Term of this Agreement, the CM will submit monthly billings for payment of the Contract Price due under each pending Task Order for an Assigned Project. If the compensation due the CM under a Task Order is based on time incurred by the CM's personnel, 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 "not to exceed" amount(s) noted in the Task Order for the Assigned Project, or portions thereof. If the compensation due the CM under a Task Order for an Assigned Project is a lump sum fixed price, the CM's monthly billings shall be for the portion of the lump sum, fixed price due for the immediately preceding month, as set forth in the Task Order for the Assigned Project. If requested by the District, the CM shall provide reasonably satisfactory substantiating data for payment requested by the CM.

6.4.2. Allocation of Contract Price. The Contract Price for an Assigned Project is allocated to each Phase of the Basic Services as described in the Task Order for each Assigned Project. The portion of the Contract Price for each Phase or portion of Basic Services for an Assigned Project shall be limited by the allocation thereof as set forth in the Task Order for an Assigned Project.

6.4.3. 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 the Contractor. 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 under a Task Order and shall pay the balance of CM's invoice not subject to withholding or deduction.

6.4.4. District-CM Disputes; District Payments of Contract Price. Notwithstanding any dispute, disagreement or other matter in controversy between the CM and the District arising out of or related to this Agreement, pending the resolution of such dispute, disagreement or other matter in controversy, the District shall continue to make payment, when due, of all undisputed portions of the Contract Price for an Assigned Project.

7. INSURANCE AND INDEMNITY

7.1. CM Insurance.

7.1.1. Workers Compensation and Employers Liability Insurance. The CM shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts

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

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

Policy of Insurance	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)	Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate
Professional Liability	Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) in the aggregate

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

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

7.3. Indemnity.

- 7.3.1. CM Indemnity of District. The CM shall indemnify, defend and hold harmless the Indemnified Parties from all claims, demands, liabilities, actions and causes of action, including without limitation, claims for bodily injury, death, physical property damage and demands, losses, liabilities or other claims arising out of: (i) the CM's services hereunder;

or (ii) the negligent, grossly negligent or 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 include without limitation, costs and fees incurred by the Indemnified Parties including attorneys' fees. The CM's obligations hereunder shall survive termination of this Agreement and the completion of Basic Services for an Assigned Project, until barred by the applicable statute of limitations.

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

8. TERM OF AGREEMENT; TIME

8.1. Term.

8.1.1. Initial Term. The Term of this Agreement shall commence as of the date set forth above and shall terminate sixty (60) months thereafter. Notwithstanding expiration of the Term, if at such time, there are remaining Basic Services or authorized Additional Services to be performed by the CM in connection with an Assigned Project under a Task Order issued prior to expiration of the Term of this Agreement, the CM shall continue to diligently perform and complete all such remaining Basic Services or authorized Additional Services for the Assigned Project subject to such a Task Order; notwithstanding expiration of the Term of this Agreement, the District will continue to make payment for the Basic Services and authorized Additional Services performed in connection with an Assigned Project after expiration of the Term of this Agreement in accordance with the terms of the Task Order for such an Assigned Project.

8.1.2. Renewal Term. This Agreement may be renewed for a subsequent sixty (60) month Term ("Renewal Term") upon the written agreement of both parties. The District shall notify the CM in writing no less than sixty (60) calendar days, but not more than one hundred eighty (180) calendar days prior to the expiration date of the Initial Term of its intent to renew this Agreement, conditioned upon and subject to the parties' agreement to CM's proposed pricing. Within fifteen days from the date of District's notice of intent to renew, CM shall submit its updated pricing proposal for Attachment A-1 and A-2 for the Renewal Term. The parties shall meet and confer in an effort to arrive at mutually acceptable pricing for the Renewal Term. If an agreement is reached, the parties shall prepare and execute an Amendment setting forth the pricing proposal for the Renewal Term, with an effective date commencing upon the expiration date of the Initial Term. The Amendment shall be submitted to the District's Board of Trustees for ratification.

8.2. Time. All of the Basic Services and authorized Additional Services set forth in the Task Order for an Assigned Project shall be completed by the CM in a prompt and diligent manner. If a schedule for completion of Basic Services in connection with an Assigned Project is agreed upon between the District and the CM ("Assigned Project Schedule"), the CM's performance and completion of Basic Services shall be in accordance with the Assigned Project Schedule. The CM shall be liable to the District for all costs, losses, damages or other liabilities arising out of the failure of the CM to complete Basic Services for an Assigned Project in accordance with an Assigned Project Schedule.

9. TERMINATION; SUSPENSION

9.1. Termination for Default. Either the District or CM may terminate this Agreement upon 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 its 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 Construction Phase of all Assigned Projects subject to a pending Task Order as of the termination of this Agreement. CM shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of CM's default hereunder, to the extent that such losses, damages or other costs exceed any amount due CM hereunder for Basic Services or authorized Additional Services.

- 9.2. District's Right to Suspend. The District may, in its discretion, suspend all or any part of the design, bidding or construction of an Assigned Project, work under a Construction Contract or CM's services under a Task Order provided, however, that if the District shall suspend construction of an Assigned Project, work under a Construction Contract or CM's services under a Task Order for an Assigned Project for a period of sixty (60) consecutive days or more and such suspension is not caused by CM or the acts or omissions of CM, upon rescission of such suspension, the Contract Price for the Assigned Project will be subject to adjusted to provide for actual costs and expenses incurred by CM as a direct result of the suspension and resumption of construction of the Assigned Project or construction under a Construction Contract or CM's services under the Task Order for an Assigned Project.
- 9.3. District's Termination of Agreement or Task Order 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 or a Task Order for an Assigned Project for the District's convenience and without fault, neglect or default on the part of CM. In such event, the Agreement or Task Order (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 for the Assigned Project 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 shall be due the CM upon the District's termination of this Agreement or a Task Order pursuant to the preceding.
- 9.4. CM Suspension of Services. If the District shall fail to make payment of undisputed portions of the Contract Price for an Assigned Project when due CM hereunder, CM may, upon seven (7) calendar days advance written notice to the District, suspend further performance of services hereunder until payment of the undisputed portions of the Contract Price in full is tendered by the District. In such event, CM shall have no liability for any delays or additional costs to construct the Assigned Project due to, or arising out of, such suspension. Except as expressly set forth herein, the CM shall have no other right to suspend its performance and completion of Basic Services in accordance with the terms of this Agreement and the Task Order for an Assigned Project.

10. MISCELLANEOUS

- 10.1. Governing Law: Interpretation. This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or CM. In the event of conflict or inconsistency between the provisions of this Agreement and a Task Order issued pursuant to this Agreement, the provisions of the Task Order shall govern and control.
- 10.2. Successors: Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of CM and the District. Neither CM nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.
- 10.3. Authority. The individual(s) executing this Agreement on behalf of CM warrant and represent that she/he is authorized to execute this Agreement and bind CM to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Trustees, to bind District to all terms hereof.
- 10.4. Notices. Notices under this Agreement shall be addressed and delivered as follows:

If to District:
Purchasing/Contracts Manager
Antelope Valley Community College District
3041 West Avenue K
Lancaster, CA 93536

With a copy to:
Executive Director, Facilities Planning, Maintenance and Operations
Antelope Valley Community College District
3041 West Avenue K
Lancaster, CA 93536

If to CM:

- 10.5. Disputes.
 - 10.5.1. Continuation of CM Services. Except in the event of the District's failure to make payment of undisputed portions of the Contract Price due the CM for an Assigned Project, notwithstanding any disputes between District and CM arising hereunder or under a Task Order for an Assigned Project, CM shall continue to provide and perform services hereunder pending a subsequent resolution of such disputes.
 - 10.5.2. Mandatory Mediation. All claims, disputes and other matters in controversy between the CM and the District arising out of or pertaining to this Agreement or a Task Order, excepting therefrom any and all claims for indemnity, 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 10.5.3 below.
 - 10.5.3. Arbitration. All claims, disputes or other matters in controversy between CM and District arising out of or pertaining to an Assigned Project or this Agreement which are not fully resolved through the mandatory mediation set forth above shall be settled and resolved by binding arbitration conducted under the auspices of 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 an Assigned 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, without the need for a Court Order pursuant to Code of Civil Procedure § 1281.3 regardless of whether such arbitration is initiated under the auspices of JAMS or any other arbitration forum.

10.5.4. CM Compliance with Government Code §900 et seq. The foregoing dispute resolution procedures notwithstanding, neither the provisions of this Agreement or any Task Order 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.

10.6. Definitions.

10.6.1. Contractor. The entity or individual under direct contract to the District for construction of an Assigned Project. As necessary by the context of usage, the term "Contractor" shall include Trade Contractors.

10.6.2. Construction Contract. A Contract for Construction of an Assigned Project.

10.6.3. Design Documents. The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the Architect for an Assigned Project. Design Documents include surveys, soils reports and other documents prepared for the Assigned Project by a licensed Architect or registered Engineer, whether under contract to the Architect or District.

10.6.4. Architect. The Architect is the firm or individual retained by the District in connection with an Assigned Project to provide architectural and related design services in connection with the Assigned Project. References to the Architect include Design Consultants retained by the Architect to prepare or provide any portion of the Design Documents for an Assigned Project.

10.6.5. Submittals. Shop Drawings, Product Data or Samples prepared or provided by the Contractor or a Subcontractor or a material supplier illustrating some portion of the work of an Assigned Project.

10.6.6. Site. The physical area for construction and activities relating to construction of an Assigned Project.

10.6.7. Project Budget. The Project Budget is to the total costs allocated by the District for design, bidding and construction of an Assigned Project, exclusive of fees and costs of the Architect, CM, District Consultants, Site acquisition costs and the costs of furniture, furnishing and/or equipment for the Assigned Project which are not included in the scope of the Construction Contract for the Assigned Project. The Project Budget established by the District may be modified by the District from time-to-time.

10.6.8. Construction Cost Estimates. Construction Cost Estimates are estimates of the then current costs of labor, materials, equipment and services plus a reasonable allowance for the Contractor's profit, overhead and administrative cost as necessary to complete construction of an Assigned Project in accordance with the Design Documents. Construction Cost Estimates shall include a reasonable allowance for contingencies relating to market conditions at the time of solicitation of bids for construction of the

Assigned Project and Changes to the Assigned Project during construction of the Assigned Project; the allowance for contingency costs shall be consistent with the contingency established by the District in the Project Budget for an Assigned Project, if any.

- 10.6.9. Construction Budget. The "Construction Budget" is the portion of the Project Budget allocated for construction of the Assigned Project.
 - 10.6.10. Construction Costs. The costs of labor, materials, equipment (inclusive of the Contractor's general administrative and overhead costs/profit) necessary to complete construction of an Assigned Project.
 - 10.6.11. Construction Schedule. A Construction Schedule is the written or graphic description of the scheduling, sequencing and interrelationships of activities necessary to complete construction of an Assigned Project. Construction Schedules are prepared by the Contractor for review by the CM and acceptance by the District.
 - 10.6.12. Construction Documents. The Contract Documents, including Design Documents, issued by or on behalf of the District under a Construction Contract of all or a portion of an Assigned Project. Construction Contract Documents include all modifications issued by or on behalf of the District.
 - 10.6.13. Substantial Completion. Substantial Completion is when the Work of a Construction Contract for an Assigned Project has been completed and installed and the Assigned Project can be used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.
 - 10.6.14. Final Completion. Final Completion is when all of the Work of a Construction Contract for an Assigned Project has been completed and installed (including items noted for correction, repair or modification upon Substantial Completion) and the Contractor has completed all other obligations to be performed on its part under the Construction Contract.
- 10.7. Time. Time is of the essence in the performance and completion of obligations under this Agreement and each Task Order issued hereunder.
- 10.8. Entire Agreement. This Agreement and the following are all of the documents forming a part of the Agreement. Documents forming a part of this Agreement are:

- Exhibit A CM Pricing Matrix
- Exhibit B CM Additional Services Rate Schedule
- Exhibit C Task Order

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 or a Task Order issued pursuant to this Agreement shall be modified or amended except by a subsequent writing executed by the District and CM and approved/ratified by the District's Board of Trustees, as required by the nature or scope of such amendment.

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

"DISTRICT"
ANTELOPE VALLEY COMMUNITY
COLLEGE DISTRICT

"CM"

By: _____
Title: _____

By: _____
Title: _____

**PRICING MATRIX
(EXHIBIT A TO MASTER AGREEMENT FOR
PROJECT AND CONSTRUCTION MANAGEMENT
SERVICES)**

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

**TASK ORDER
(EXHIBIT C TO MASTER AGREEMENT FOR PROJECT AND CONSTRUCTION MANAGEMENT SERVICES)**

This Task Order is executed between Antelope Valley Community College District (“District”) and _____ (“CM”) pursuant to the Master Agreement for Project and Construction Management Services (“Agreement”) between the CM and the District dated _____, 2016. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Assigned Project.

Assigned Project Description:		
Assigned Project Budget:		
Assigned Project Milestones	Milestone Description	Completion Date
		Click here to enter a date.
		Click here to enter a date.
		Click here to enter a date.
		Click here to enter a date.

2. CM Assigned Project Personnel. The following personnel of the CM are assigned to completion of tasks and services for the foregoing described Assigned Project. CM personnel designated for the Assigned Project shall not be modified without the prior consent of the District, pursuant to Paragraph 1.6 of the Agreement.

Title/Position	Assigned CM Personnel
Project Manager	
Project Engineer	

3. Basic Services. The CM shall provide, perform and complete all of the Basic Services described in the Agreement for the Assigned Project, unless otherwise expressly indicated below:

Basic Services Phase	Assigned Project Scope	
Design	All Basic Services set forth in Agreement for Design Phase, including Value Engineering and/or Constructability Review if indicated below	
	Constructability Review	Choose an item.
	Value Engineering	Choose an item.
Bidding	All Basic Services set forth in Agreement for Bidding Phase, except: _____	

Basic Services Phase	Assigned Project Scope
Construction	All Basic Services set forth in Agreement for Construction Phase, except: _____
Post-Construction	All Basic Services set forth in Agreement for Post-Construction Phase, except: _____

- Assigned Project Contract Price.** The Contract Price for the Assigned Project is Choose an item.
- Allocation of Assigned Project Contract Price.** The Contract Price for the Assigned Project is allocated to the Basic Services Phases as follows:

Basic Services Phase	Percent of Contract Price
Design	_____ percent (___%)
Bidding	_____ percent (___%)
Construction	_____ percent (___%)
Post-Construction	_____ percent (___%)

The District and the CM have executed this Task Order for the above-described Assigned Project on [Click here to enter a date..](#)

“District”
Antelope Valley Community College District

By: _____

“CM”

By: _____

**PROPOSAL
(RFQ Attachment C)**

Respondent: _____

The above-identified Respondent submits the following Proposal for completing construction management services for the _____ (“Project”).

1. Respondent’s Proposed Project Team

Project Executive	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer
Project Manager; Job Captain	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer
Design Phase Manager	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer
Construction Phase Manager	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer

2. Proposed Price.

2.1. Lump Sum, Fixed Price. If the Respondent proposes pricing for some or all of the Assigned Projects on the basis of a lump sum, fixed price, describe in detail: (i) the methodology proposed for establishing the lump sum, fixed price for each Assigned Project; and (ii) the Assigned Projects subject to lump sum, fixed priced pricing (Respondents who propose to establish pricing for all Assigned Projects based on a percentage of Construction Budget are not required to complete the following):

2.2. Percentage of Construction Budget. All Respondents (including Respondents proposing to establish pricing on a lump sum, fixed price basis) must complete the forms of Proposed Pricing for new capital improvement and modernization projects attached to this form of Proposal.

3. Reimbursable Expenses. The pricing methodology proposed in Paragraph 3 includes all costs, expenses and other charges for completing all Basic Services for an Assigned Project.

Yes No

If the Price Proposal described in Paragraph 2 does not include all fees, costs or expenses incurred to complete the construction management services, the Respondent proposes billing the District for the following fees, costs or expenses incurred to complete obligations under the Construction Management Services Agreement.

Travel.

Privately Owned Automobile Travel; Costs Per Mile. If personnel travel by a privately owned automobile, the charge per mile traveled is ____ cents (____¢) per mile (“Mileage Charge”).

Mileage Charges. The Mileage Charge billed to the District for travel by privately owned automobile

will be for:

- Round Trip Travel
- One Way Travel

Airfare. If travel is by air, the charge is the actual costs of economy class airfare without mark-ups.

- Yes
- No, billings will be for costs plus ____ percent (____%) mark-up

Rental Car. If travel is by a rental car, the billing is the actual costs for an economy class rental car without mark-ups.

- Yes
- No, billings will be for costs plus ____ percent (____%) mark-up

Per Diem Expenses. If travel and overnight stay or more is required the per diem charge (excluding mileage, airfare charges or rental car charges) for lodging, meals and incidental expenses is:

Lodging _____ Dollars (\$_____) per day.
 Meals _____ Dollars (\$_____) per day.
 Incidental Expenses _____ Dollars (\$_____) per day.

Charges for Personnel Travel Time. If personnel travel, Respondent proposes to bill the District for travel time of personnel as follows:

- No travel charges for personnel travel (travel time included in Price Proposal).
- Flat rate travel charge for personnel travel of _____ Dollars (\$_____) per person travelling.
- Hourly rate charge for personnel travel at _____ Dollars (\$_____) per hour per person travelling.

If an hourly rate is proposed, the billings are for:

- Round Trip Travel
- One Way Travel
- Not Applicable, no travel charge proposed for personnel travel time.

Communications.

Phone/Fax Charges: _____
 United States Mail Charges: _____
 Private Courier/Overnight Service: _____
 Other Communications Charges: _____

Production.

CAD/Plotting: _____
 Reproduction.
 Up to 11" x 14" size reproductions: _____
 Quarter sheet reproductions: _____
 Half-sheet reproductions: _____
 Full sheet reproductions: _____

4. Additional Services. Set forth below the proposed hourly billing rates for Additional Services if the District authorizes any Additional Services.

Respondent Personnel Proposed Additional Services Hourly Billing Rates		
Name	Position/Title	Proposed Hourly Rate

(Duplicate as necessary for additional proposed personnel)

Acknowledgment and Confirmation. The Respondent has a full and complete understanding of the construction management services. The Respondent certifies that all proposed personnel are duly certified, licensed, approved and otherwise qualified to complete obligations under the Construction Management Services Agreement and the construction management services assigned to such personnel, if the Construction Management Services Agreement is awarded to Respondent. The undersigned: (i) has reviewed and verified the accuracy and completeness of the foregoing Proposal and (ii) is authorized to bind and commit Respondent to the foregoing Proposal.

By: _____
 (Signature of Respondent's Authorized Officer
 or Representative)

 (Typed or Printed Name)

Title: _____

**PROPOSAL; ATTACHMENT A-1
NEW PROJECTS PERCENTAGE PRICING PROPOSAL**

Respondent: _____

	CR, VE and EST DESIGN PHASE BASIC SERVICES VARIATIONS							
NEW PROJECTS CONSTRUCTION BUDGET	No CR	CR @ 50% Construction Documents	CR @ 50% Construction Documents	CR @ 50% Construction Documents	CR @ 50% Construction Documents	No CR	No CR	No CR
	No VE	VE @ 50% Construction Documents	No VE	VE @ 50% Construction Documents	No VE	VE @ 50% Construction Documents	No VE	VE @ 50% Construction Documents
	No Est	Est @ 50% Construction Documents	Est @ 50% Construction Documents	No Est	No Est	Est @ 50% Construction Documents	Est @ 50% Construction Documents	No Est
\$500,000 or less								
\$500,001 - \$1,000,000								
\$1,000,001 - \$2,000,000								
\$2,000,001 - \$3,000,000								
\$3,000,001 - \$4,000,000								
\$4,000,001 - \$5,000,000								
\$5,000,001 - \$6,000,000								
\$6,000,001 - \$7,000,000								
\$8,000,001 - \$9,000,000								
\$9,000,001 - \$10,000,000								
\$10,000,001 or more								

Instructions

1. Assume completion of all Basic Services in Bidding, Construction and Post Construction Phases described in the CM Agreement.
2. Except for the shaded cells, propose a percentage of Construction Budget for the construction management fee for new capital improvement projects in each dollar value range of Construction Budget set forth above.
3. Assume classroom/general office/general purpose facilities.
4. Assume DSA jurisdiction for Design Documents permitting and construction oversight.
5. Provide description of fee proposal adjustments for specialized projects i.e.,

theater/performing arts, science labs, etc.

Abbreviations

- CR Constructability Review
- VE Value Engineering
- Est Estimate

**PROPOSAL; ATTACHMENT A-2
MODERNIZATION PROJECTS PERCENTAGE PRICING PROPOSAL**

Respondent: _____

	CR, VE and EST Design Phase Basic Services Variations							
MODERNIZATION PROJECTS CONSTRUCTION BUDGET	No CR	CR @ 50% Construction Documents	CR @ 50% Construction Documents	CR @ 50% Construction Documents	CR @ 50% Construction Documents	No CR	No CR	No CR
	No VE	VE @ 50% Construction Documents	No VE	VE @ 50% Construction Documents	No VE	VE @ 50% Construction Documents	No VE	VE @ 50% Construction Documents
	No Est	Est @ 50% Construction Documents	Est @ 50% Construction Documents	No Est	No Est	Est @ 50% Construction Documents	Est @ 50% Construction Documents	No Est
\$500,000 or less								
\$500,001 –\$1,000,000								
\$1,000,001 - \$2,000,000								
\$2,000,001 - \$3,000,000								
\$3,000,001 - \$4,000,000								
\$4,000,001 - \$5,000,000								
\$5,000,001 - \$6,000,000								
\$6,000,001 - \$7,000,000								
\$8,000,001 - \$9,000,000								
\$9,000,001 - \$10,000,000								
\$10,000,001 or more								

Instructions

1. Assume completion of all Basic Services in Bidding, Construction and Post Construction Phases described in the CM Agreement.
2. Except for the shaded cells, propose a percentage of Construction Budget for the construction management fee for modernization projects in each dollar value range of Construction Budget set forth above.
3. Assume classroom/general office/general purpose facilities.
4. Assume DSA jurisdiction for Design Documents permitting and construction oversight.
5. Provide description of fee proposal adjustments for specialized projects i.e.,

theater/performing arts, science labs, etc.

Abbreviations

- CR Constructability Review
- VE Value Engineering
- Est Estimate