



**COMPTON COMMUNITY COLLEGE DISTRICT
REQUEST FOR QUALIFICATIONS AND PROPOSALS (“RFP”)
STUDENT HOUSING CONSTRUCTION MANAGEMENT SERVICES (“PROJECT”)
RFP NO. CCC-077**

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Compton Community College District (“District”) requests that qualified construction management firms (“Respondents”) submit responses to this RFP to provide construction management services for bidding and construction of the Student Housing Project.

1. Introduction.

- 1.1. The District. Compton Community College District (District) was established in 1927 as a component of the Compton Union High School District. In 1950, voters approved a bond issue separating the college from the high school district. Construction of the Compton College campus was completed on the present site of Compton College. Classes began on the new Compton College campus in fall 1956. The District geographic service area encompasses approximately 29 square miles, making educational services available to nearly 300,000 residents of Compton, Lynwood, Paramount and Willowbrook, as well as portions of Athens, Bellflower, Carson, Downey, Dominguez, Lakewood, Long Beach and South Gate. Today, about 290 full and part-time faculty teach more than 40 degree programs and 30 certificate programs. Compton College is a welcoming and inclusive community where diverse students are supported to pursue and attain student success. Compton College provides solutions to challenges, utilizes the latest techniques for preparing the workforce and provides clear pathways for completion of programs of study, transition to a university, and securing living-wage employment.
- 1.2. Student Housing Project. The District intends to construct a student housing facility on the Compton College campus to address housing-insecure and homeless Compton College students. The District retained Gensler to conduct preliminary studies and analysis of student housing alternatives. Through these studies, the District elected to design and construct a 250-bed student housing facility with specific unit configurations: (i) 50 Type A Units will house two students per unit, with access to shared bathrooms and common spaces; (ii) 50 Type B Units will house two students per unit and will include a bathroom and access to common spaces; and (iii) 50 Type C Units for single occupants’ independent living.
 - 1.2.1. Project Funding. Pursuant to SB 169, the District submitted an application for student housing grant funds utilizing the Chancellor’s Office JCAF 32 form. The JCAF 32 is incorporated into this RFP as Attachment 4. Available funds for design and construction are limited to the funding set forth in the JCAF 32. The JCAF 32 Construction Budget for the Project is \$62,610,100; the JCAF 32 establishes a budget of \$1,252,202 for construction and close-out phases related construction management services. The District anticipates that the final estimate of Construction Costs for the Project Design Documents initially submitted for DSA review will be within the Construction Budget established in the JCAF 32.
 - 1.2.2. COBCP. The JCAF 32 was accompanied by the District’s Capital Outlay Budget Change Proposal (“COBCP”) which describes the Project as 4-story, 86,000 gross square foot facility which will provide affordable student housing in three (3) alternative housing plans with a total of 250 beds. The COBCP is incorporated into this RFP as Attachment 5. Please review current Drawing awaiting DSA approval for most up-to-date information.
 - 1.2.3. Project Delivery; Modular Pre-Fabricated Facility and Sitework. The District intends to complete construction of the Project by a contract with a sitework contractor (“Sitework Contractor”) to complete sitework and related improvements (“Sitework”) and a contract with a pre-fabricated modular manufacturer (“Modular Manufacturer”) for fabrication,



delivery and installation of pre-fabricated modular components (“Modulars”). The Respondent awarded the Construction Management Agreement will be responsible for:

- Develop Modulars and Sitework scopes of work based on DSA approved Design Documents
- Complete public bidding procedures for the District’s award of contracts to the Sitework Contractor and the Modular Manufacturer or combination.
- Schedule and coordinate the work of the Sitework Contractor and the Modular Manufacturer for completion of the Project in accordance with the District’s Construction Budget and schedule requirements
- Oversight of Sitework Contractor and Modular Manufacturer field work
- Administer Sitework Contractor and Modular Manufacturer contracts for the Project

1.2.4. Project Layout. The District has established preliminary layout of the units and facilities that will constitute the Project. The Project layout is incorporated into this RFP as Attachment 6.

1.2.5. Project Design Documents; Pre-Construction Services. The District has retained HPI Architects (“HPI”) to serve as the Architect of Record for the Project. The District has also retained PCM3 to provide pre-construction services consisting generally of Constructability Reviews and Value Engineering of the HPI prepared Design Documents, preparation of estimates of Construction Costs and other tasks necessary for submittal of the HPI Design Documents to DSA for review and approval for construction. The Basic Services of the Respondent selected through this RFP will begin with the initial submittal of HPI Design Documents to DSA for review and approval for construction.

1.2.6. Project Planning Materials. The materials in Attachments 4, 5 and 6 to this RFP are reference materials relating to Project planning.

1.2.7. Project Schedule. The District anticipates completing design and construction of the Project in accordance with the following. Respondents are advised that the following Project schedule is preliminary in nature and the District expressly reserves the right to adjust the Project schedule requirements.

Project Milestone	Completion Date
DSA Submittal for Approval	4/18/23
DSA Anticipated Final Approval	9/1/2023
Advertise Bid for Construction	9/15/2023
Award Construction Contract	11/15/2023
Construction Start	11/25/2023
Advertise Bid for Equipment	8/1/2024
Project Substantial Completion	4/1/2025
Project Post-Construction Completion	7/1/2025

2. RFP Procedures and Instructions.

2.1.Obtaining RFP From District. The RFQ/P may only be obtained from the District website (see link below). Small, women- owned, disabled veterans and minority-owned firms are encouraged to submit responses to this RFQ/P. Full RFQ/P documents will be available to download no later than 5:00PM Friday, June 23, 2023.

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



- 2.1. District Representative. The District Representative relating to this RFP is Linda Owens Jackson, Chief Facilities Officer.
 - 2.1.1 District Modifications to RFP. The District expressly reserves the right to modify any portion of this RFP prior to the latest date/time for submission of RFP Responses, including without limitation, the cancellation of this RFP. Modifications, if any, made by the District to the RFP will be in writing in the form of Addenda. Addenda will only be posted to the District's website (link above in 1.2). **Respondents are responsible for regularly reviewing the District's website for Addenda to this RFQ/P. Respondents must acknowledge receipt of all Addenda issued by the District in their respective RFQ/P Responses. Failure of a Respondent to acknowledge receipt of all Addenda issued by the District will result in rejection of a RFQ/P Response for non-responsiveness.**
- 2.2. No Oral Clarifications/Modifications. The District will not provide any oral clarifications or modifications to the RFP or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFP. No Respondent shall rely on any oral clarification or modification to the RFP.
- 2.3. Errors/Discrepancies/Clarifications to RFP. If a Respondent: (i) encounters errors or discrepancies in this RFP or portions hereof; or (ii) seeks clarification of any portion of the RFP, the Respondent shall immediately notify the District Representative via email. Responses of the District to the notice of any errors or discrepancies herein, or a clarification will be in writing via addenda uploaded to the District's website in 2.1. All requests for clarification of this RFP must be submitted and actually received by the District Representative via email prior to the latest date/time for submitting RFP clarification requests as set forth in this RFP. The District will not respond to clarification requests submitted thereafter.
- 2.4. Mandatory Pre-Bid Meeting. No mandatory pre-bid meeting.
- 2.5. Public Records. Except for materials specifically marked as Trade Secrets (as defined in California Civil Code §3426.1) and materials specifically marked "Confidential" or "Proprietary," all materials submitted in response to this RFP are deemed property of the District and public records upon submission to the District. The foregoing notwithstanding, the District may reject for non-responsiveness the RFP Response of a Respondent who indiscriminately notes that its RFP Response or portions thereof are "Trade Secret" "Confidential" or "Proprietary" and exempt from disclosure as a public record. The District is not liable or responsible for the disclosure of RFP Responses, or portions thereof, deemed to be public records, including those exempt from disclosure if disclosure is by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a RFP Response deemed exempt from disclosure hereunder, by submitting a response to this RFP, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.
- 2.6. Proposals. Proposals shall remain firm for one hundred twenty (120) days after the date of

the District's opening of RFP Responses. If the District's Board of Trustees has not taken action to award the Construction Management Services Agreement prior to expiration of the one hundred twenty (120) days that pricing proposals are to remain firm, the District may, in the sole and exclusive discretion request that Respondents hold their respective pricing proposals firm for an additional maximum one hundred twenty (120) day period. In such event, only those Respondents who affirmatively and unequivocally commit in writing to holding firm their respective pricing proposals will be further considered for award of the Construction Management Services Agreement. The RFP Response of Respondents who do not so affirmatively and unequivocally commit in writing to hold firm pricing proposals will be thereupon be deemed non-responsive and not further considered.

- 2.7. Best and Final Offers. The District reserves the right, after the opening of RFP Responses to request all or some of the Respondents to submit "Best and Final Offers" ("BAFO"). The RFP Response of a Respondent who has been requested by the District to submit a BAFO, but fails or refuses submit the BAFO in accordance with the District's request will be rejected for non-responsiveness.
- 2.8. District Negotiations. The District reserves the right to engage in (whether or not the District elects to engage in the BAFO process) negotiations with one or more Respondents regarding pricing, contract terms or other aspects of the requirements of the Construction Management Services Agreement.
- 2.9. RFP Response Costs. All costs and expenses incurred by a Respondent to prepare and submit a response to this RFP and all other related activities shall be borne solely and exclusively by the Respondent.

3. **Construction Management Services Agreement.** Incorporated as Attachment 1 to this RFP is a form of Agreement for Construction Management Services ("Construction Management Services Agreement") which the District anticipates executing with the successful Respondent selected through this RFP. All Respondents must thoroughly review the Construction Management Agreement and indicate in Tab 6 of the RFP Response acceptance of the entirety of the Construction Management Services Agreement or the portions of the Construction Management Services Agreement for which modifications are proposed by a Respondent. If a Respondent proposes modifications to the Construction Management Services Agreement, the District will not consider any such proposed modifications unless the Respondent sets forth in its RFP Response the entirety of the text of the proposed modification. If a Respondent does not identify proposed modifications to the Construction Management Services Agreement in the Respondent's RFP Response and such Respondent is awarded the Construction Management Services Agreement, the Respondent is deemed to have accepted the entirety of the Construction Management Services Agreement and shall execute the Construction Management Services Agreement in the form attached hereto.

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4. RFP Response.

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

RFP Activity	Date
RFP Issuance	Friday, June 23, 2023
Latest Date/Time for RFP Questions/Clarifications	4:00 PM; Monday, July 10, 2023
Latest Date/Time for RFP Response Submittal	2:00 PM; Monday, July 24, 2023
Short List Interviews	Tentatively between August 14, 2023 – August 17, 2023 (or sooner)
Board of Trustees Award of Construction Management Services Agreement	Tuesday, September 12, 2023

4.2. Submission of RFP Response.

4.2.1. Latest Date/Time for Submission of RFP Response. The latest date/time for submission of RFP Responses is set forth above. RFP Responses which are not actually submitted to and received by the District at or prior to the latest date/time for submission of RFP Responses will be rejected by the District for non-responsiveness. Respondents are solely responsible for the timely submission of RFP Responses. Respondents are encouraged to personally delivery RFP Responses directly to the location listed below in 4.2.2 or to retain a private courier/messenger service to personally deliver RFP Responses to the District to ensure timely delivery to the proper location for submission of RFP Responses.

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

Compton College
Business Services, C34
1111 East Artesia Boulevard
Compton, California 90221
Attn: Roy Patterson

4.3. RFP Submission Format.

4.3.1. RFP Response. All materials submitted in response to this RFP shall be on 8 ½” x 11” paper, preferably in portrait orientation. All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Tabbed dividers should be used to identify and separate discrete sections of the RFP Response which correspond to the information requested in Paragraph 4.5 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 4.5 below. If a Respondent elects to submit materials with its RFP Response which are in addition to the matters described in Paragraph 4.5 below, the Respondent shall separately bind all such additional materials separately from the RFP Response addressing the matters set forth in Paragraph 4.5 below.

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

4.5. RFP Contents. Each RFP Response must conform to the following described format and

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

- 4.5.1. Cover Sheet. Identify the submittal as the Response to this RFP and an identification of the firm submitting the RFP Response along with the firm's address, telephone/fax numbers and email addresses of the firm's principal contacts in connection with this RFP or the RFP Response.
- 4.5.2. Letter of Interest. Include a brief letter expressing the interest of the Respondent in providing the construction management services for the Project contemplated by this RFP and the Construction Management Services Agreement along with a brief statement of the qualifications of the Respondent to provide the construction management services for the Project. Provide contact information, including the telephone number, fax number and email address for the personnel of the Respondent who will be receiving notices and other communications from the District regarding the RFP. The letter of interest should be bound with other materials responding to this RFP.
- 4.5.3. Table of Contents. Include a Table of Contents reflecting the Respondent's responses to each of the items set forth below.
- 4.5.4. Tab 1; Statement of Qualifications. Complete the Qualifications Statement incorporated into this RFP as Attachment 2. Failure to complete the entire Qualifications Statement or failure to provide all information requested by the Qualifications Statement shall be a basis for rejecting the RFP Response for non-responsiveness.
- 4.5.5. Tab 2; Relevant Experience. Provide details of the skills, experience and expertise of the Respondent and the Respondent's Personnel to provide the construction management services for the Project. Include in the discussion of Relevant Experience, the experience, knowledge and skills of the Respondent and its proposed personnel relating to: (i) California community college facilities construction; (ii) higher education student housing facilities; (iii) managing separate contractors and separate contracts to construct a project; (iv) managing pre-fabricated modular manufacturers and sitework contractors for completion of an integrated project; and (v) higher education student housing facilities. .
- 4.5.6. Tab 3; Proposed Project Team. Identify the key members of the Respondents' staff that will be assigned to complete construction management services. Include personnel that will be assigned the following tasks: (i) management and oversight of field/site activities of the Sitework Contractor and the Modular Manufacturer; (ii) preparation of estimates; (iii) construction schedule review and analysis; (iii) administration, management and processing of RFIs, submittals, change orders, change order requests and progress payment applications. For each member of the Respondents' organization, provide brief descriptions of the relevant qualifications and background. Do not include resumes for the proposed personnel of the Respondent and its proposed Design Consultants; personnel resumes are to be bound and incorporated into Tab 5 (Personnel Resumes) section of the RFP 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.
- 4.5.7. Tab 4; Proposed Personnel Resumes. Provide current resumes of the Respondent's proposed personnel to complete construction management services for the Project. Resumes for the following personnel must be included:

Project Executive

- Project Manager
- Field Manager
- Estimator
- Scheduler

4.5.8. Tab 5; Insurance Certificates. Provide copies of Certificates of Insurance for the Respondent confirming the minimum coverage limits for each policy of insurance set forth below.

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

4.5.9. Tab 6; Construction Management Services Agreement Comments. Included with this RFP as Attachment 1 is the Construction Management Services Agreement. Respondents must thoroughly review the Construction Management Services Agreement included herewith and must in their respective RFP responses identify any term or condition of the Construction Management Services Agreement which the Respondent requests modification, by amendment to existing provisions, addition of additional provisions or deletion of existing provisions. Where any requested modification consists of amendments to existing provisions or additional provisions, the response to this RFP must set forth the text of the requested amendment or addition. Any Respondent whose RFP Response does not identify modifications to terms or conditions of the attached Construction Management Services Agreement will be deemed to have agreed to all terms and conditions set forth therein; if awarded the Construction Management Services Agreement, such Respondent must execute the Construction Management Services Agreement in the form and content attached hereto subject only to elements of such Respondent’s RFP Response accepted by the District.

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

- 5.1. Selection Committee. The District has established a Selection Committee consisting of District employees to review and evaluate RFP Responses. Timely submitted RFP Responses will be independently reviewed by each member of the Selection Committee. A Response to the RFP which does not comply with the requirements of this RFP will be subject to rejection for non-responsiveness. The foregoing notwithstanding, the District may minor irregularities or informalities in a RFP Response
- 5.2. Evaluation Criteria. The following set forth the criteria by which each RFP Response will be evaluated and the maximum score of each evaluation criteria are set forth below:

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Criteria	Maximum Score
<p>Relevant Experience and Ability The Respondent will be evaluated based on the Respondent's experience as construction manager for recent projects similar in size, scope, use and complexity as the Project subject to this RFP.</p>	20 points
<p>Proposed Personnel Experience and Ability The Respondent's proposed personnel for completing construction management services for the Project will be evaluated based on experience and ability of the proposed personnel: (i) to manage projects constructed by multiple contractors to successful completion within budget and the project owners' schedule requirements, and (ii) managing construction of higher education student housing facilities.</p>	20 points
<p>Responsiveness to RFP The District will evaluate the Respondent's responsiveness to the requirements of this RFP.</p>	10 points
<p>Client Responsiveness The District will evaluate the prior experience and success of the Respondent and its proposed personnel to establish effective working relationships within the setting of higher education institutions, including the relationships with management, administrative, technical and end-user staff of prior clients, relationships with other project consultants and participants on prior projects.</p>	10 points
<p>Availability The District will evaluate the availability of the Respondent and its proposed personnel to be dedicated to the Project within the District's anticipated schedule. This evaluation will include the demonstrated ability and willingness of the Respondent and its proposed personnel to promptly provide and complete services.</p>	15 points
<p>Pricing Proposal The District will evaluate each Respondent's proposed methodology to establish the Contract Price for reasonableness of approach and reasonableness of costs by application of the proposed pricing methodology.</p>	25 points
Maximum Score	100 Points

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

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

[END OF SECTION]



**COMPTON COLLEGE STUDENT HOUSING
CONSTRUCTION MANAGEMENT SERVICES AGREEMENT**

This Construction Management Services Agreement (“Agreement”) is entered into _____, 2023 by and between COMPTON COMMUNITY COLLEGE DISTRICT (“District”) and _____ (“CM”). The District and the CM are collectively referred to in this Agreement as “the Parties.” This Agreement is entered into with reference to the following recitals, all of which are incorporated herein by this reference.

RECITALS

WHEREAS, the District has obtained funding for design and construction of student housing facilities and related improvements (“Project”) on the District’s Compton College campus.

WHEREAS, the District has retained HPI Architects to serve as the Architect of Record for the Project (“Architect”).

WHEREAS, the District has retained PCM3 (“Design Phase CM”) to provide pre-construction services during the Architect’s preparation of Design Documents for the Project; pre-construction services of PCM3 generally consist of constructability reviews, value engineering and estimates of Construction Costs.

WHEREAS, the District intends to construct the Project by a contract with a contractor (“Sitework Contractor”) to complete sitework and related work (“Sitework”) and by a separate contract with a manufacturer of pre-fabricated modular facilities (“Modular Contractor”) to fabricate, deliver and install the modular facilities (“Modulars”); the Sitework and Modulars are collectively referred to herein as “the Project” and the Sitework Contractor and Modular Contractor are collectively referred to herein as “the Contractor”.

WHEREAS, jurisdiction over the Project is vested in the Division of State Architect (“DSA”).

WHEREAS, on or about _____, 2023, the District issued a Request for Qualifications and Proposals (“the RFP”) pursuant to which the District sought proposals from construction management firms to provide construction management services for the Project in connection with bidding the Sitework and Modulars and construction of the Project by the Sitework Contractor and the Modular Contractor; by this reference, the RFP is incorporated herein as if set forth in full.

WHEREAS, the CM submitted a written proposal dated _____, 2023 responding to the RFP (“the RFP Response”); by this reference the RFP Response is incorporated herein as if set forth in full.

WHEREAS, the District desires to retain the CM to provide construction management services for bidding and construction of the Project set forth in this Agreement.

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

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

AGREEMENT

1. BASIC SERVICES

1.1. General; Phases of Basic Services. The CM shall provide and perform the Basic Services more particularly described in this Agreement. The Basic Services shall be performed and



completed in a series of sequential Phases generally described as: Pre-Bid, Bid, Construction and Post-Construction. The scope of the CM's Basic Services and obligations during each Phase of the Basic Services shall be as set forth herein and include items below.

- 1.1.1. Future Systems. Services relative to future systems, facilities or equipment not included within the scope of the Project as reflected in the Construction Contracts awarded by the District for Project Construction.
- 1.1.2. Investigation of Existing Conditions. Services to investigate existing conditions or facilities or to provide measured drawings thereof.
- 1.1.3. Furniture, Furnishings, Equipment Required for Student Housing Project Scope. Services in connection with the District's selection, procurement or installation of furniture, furnishing or equipment are included within the scope of the Project as reflected in the Contractor(s) awarded by the District for Project construction. Services in connection with such furniture, furnishing or equipment may include development of a schedule for bidding and delivery/installation of such furnishings, equipment and furniture and coordination of delivery/installation with Project completion.
- 1.2. 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; (ii) the Inspector; (iv) Test/Inspection Service Providers; and (v) others providing services in connection with bidding and/or construction of the Project. The Architect is responsible for the adequacy and sufficiency of the Project design and the contents of Design Documents for the Project. The Architect shall perform its duties in accordance with its contract with the District. Except as expressly set forth herein, neither this Agreement, nor CM's rendition of services hereunder shall be deemed CM's assumption of responsibility for the adequacy or sufficiency of the Project design or the Design Documents for the Project, which are and remain that of the Architect. In accordance with the scope of Basic Services described herein, the CM shall be responsible for assisting the District in the selection and retention of the Inspector and Test/Inspection Service Providers and generally coordinating the services of the Inspector and Test/Inspection Service Providers during the Construction Phase, the CM is not, however, responsible for the completeness or accuracy of the work product or services provided by the Inspector or Test/Inspection Service Providers.
- 1.3. CM Standard of Care. CM shall provide the Basic Services and authorized Additional Services using its 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 in a prompt and timely manner as to avoid hindrance, interruption or delay to the orderly progress and timely completion of Project bidding and construction. The CM shall be liable for costs, losses or other damages sustained by the District which result from the CM's failure to complete the CM obligations hereunder in accordance with the foregoing standard of care or in a prompt and timely manner.
- 1.4. CM Personnel. All personnel assigned by the CM to complete any of the CM obligations hereunder shall possess skills, knowledge and experience necessary to complete assigned responsibilities and subject to District acceptance. CM personnel assigned to complete Basic Services shall not be replaced except if the employment of such personnel by the CM is terminated for cause or by voluntary action of such personnel.

2. DISTRICT RESPONSIBILITIES.



- 2.1. District Information. The District shall provide full information regarding the Project, including the District's objectives, schedule requirements and other constraints and requirements which may affect the Project Budget, time for completion of Project Construction or Project scope. The District shall provide the CM with the Project and Construction Budgets for review and acceptance by the CM.
- 2.2. District Representative. The District shall designate a representative to act on the District's behalf with respect to the Project and who shall be authorized to render decisions on behalf of the District and to carry out the District's responsibilities under this Agreement, all of which shall be discharged or performed in a manner so as to avoid unreasonable delay in the orderly and sequential progress of the CM's performance of services and other obligations hereunder. Unless modified by written notice of the District to the CM, the District Representative is the District's Chief Facilities Officer.
- 2.3. Tests/Inspections. In accordance with applicable law, rule or regulation, the District shall: (i) retain an Inspector of Record ("Inspector") to provide construction observations as required by applicable laws, rules or regulations; and (ii) retain Test/Inspection Service Providers to conduct Construction Phase tests/inspections of materials/equipment forming a part of the Project, as required by applicable law, rule or regulation. Basic Services of the CM include assistance as requested by the District to identify, select and retain the Inspector and Test/Inspection Service Providers.

3. PRE-BID PHASE

- 3.1. Design Phase CM and Architect Meetings. As necessary to fully understand the Design Documents prepared by the Architect and submitted to DSA for review and approval to construct the Project, the CM shall: (i) meet and confer with the Design Phase CM and Architect; (ii) review the DSA submitted Design Documents; (iii) review the Design Phase CM Constructability Review reports, value engineering recommendations, estimates of Construction Costs and other related materials prepared by the Design Phase CM; and (iv) other materials provided by the District relating to Project design, Construction Budget and other District Project objectives.
- 3.2. DSA Approval of Design Documents. The CM shall monitor DSA review of the Design Documents and issuance of approval of the Design Documents for construction, including without limitation, review of DSA communications, the Architect's responses to DSA communications and the Architect's completion of revisions to the Design Documents necessary for DSA approval. The CM shall implement such measures necessary for DSA approval of the Design Documents for construction in accordance with the District's schedule objectives for the Project.
- 3.3. Development of Sitework and Modular Scopes. The CM shall develop proposed scopes of the Sitework and Modulares based on the Design Documents submitted to DSA for review and approval to construct the Project ("Work Scopes"). The Work Scopes shall be submitted to the District for review and acceptance. The CM shall revise the Work Scopes as necessary for District acceptance of the entirety thereof. Within ten (10) days after DSA issuance of approval of the Design Documents for construction, the CM shall review and revise the Work Scopes as necessary to incorporate all work depicted in the Design Documents approved for construction by DSA. The CM is responsible for developing Work Scopes which collectively incorporate all of the work depicted in the Design Documents; the CM is responsible and liable to the District for costs or damages sustained by the District as the result of the CM's omission of work depicted in the Design Documents from the Work Scopes.



- 3.4. Project Documents Management and Controls. The CM shall develop procedures, forms and process for managing Project records, including without limitation: Project communications, Project payment review, verification and disbursement, cash flow projections, Construction Contract Changes and Change Orders, Contractors' Requests for Information ("RFI"), Construction Schedule updates and other similar matters.
- 3.5. Project Quality Assurance and Quality Control. The CM shall develop quality assurance protocols, procedures and processes for implementation during Project construction to ensure that Work and workmanship during Project construction is in compliance with the DSA approved Design Documents, District approved Changes thereto, industry standards and standards of care and the terms of the Construction Contracts. Such quality assurance protocols, procedures and processes shall include specific tasks and actions of the CM relating to quality assurance measures. The CM shall establish quality control measures to be implemented by the Contractors to ensure that Work and workmanship the Contractors complete is in compliance with the DSA approved Design Documents, District approved Changes thereto, industry standards and standards of care and the terms of the Construction Contracts. The CM shall enforce Contractor quality control measures during Project construction.
- 3.6. Master Project Schedule. The CM shall develop and submit to the District for review and acceptance a Master Project Schedule which incorporates all of the Sitework and Modulars activities necessary to complete Project construction. The Master Project Schedule shall be prepared with the most recent edition of commercially available software designed specifically for the scheduling of construction projects and which utilizes the critical path method of scheduling which is acceptable to the District. The Master Project Schedule shall indicate the start/finish dates for the principal activities of the Sitework and Modulars necessary to complete Project construction. The CM shall sequence, schedule and coordinate each Bid Package in the Bid-Time Project Master Schedule in a logical, reasonable and orderly manner so that Project construction is completed for the Construction Budget and within the time established by the District. If Project construction requires phasing of the Sitework or Modulars, phasing requirements shall be set forth in the Master Project Schedule. The CM acknowledges that the Master Project Schedule prepared by the CM will be included in the Bid Documents for bidding the Sitework and the Modulars and that the Contractors bidding for the Sitework and Modulars will rely upon the Master Project Schedule in developing their respective Bid Proposals.
- 3.7. Review and Assembly of Bid Documents. The CM shall review and recommend modifications to the District's standard forms of bid and contract documents. The CM shall assist the District in assembly of bid and contract documents for the Sitework and Modulars.
- 3.8. 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 Project for construction. The CM shall confirm to the District the authority of the District to engage in bidding Project construction; if there are limitations to the District's authority to bid the Project the CM shall advise the District of the same and assist the District in removing such limitations.

4. BIDDING PHASE

- 4.1. Advertisements. The CM shall assist the District in development and placement of advertisements and other notices of the availability of the Project for bidding. The CM shall also make recommendations to the District Representative for placement of notices and issuance of other communications for the purpose of publicizing the availability of the Project for bidding. The CM shall assist the District in placing such notices and issuing communications for such purposes.



- 4.2. Contractor Pre-Qualification. The CM shall make recommendations to the District relative to engaging in a pre-qualification process for the Sitework and/or Modulares. If the District elects to engage in the pre-qualification process for the Sitework or the Modulares, the CM shall assist the District in: (i) development of pre-qualification criteria and the pre-qualification application; (ii) development and placement of advertisements and notices of the availability of pre-qualification applications; (iii) develop and implement a program to inform potential bidders of the pre-qualification process and to encourage participation in the pre-qualification process; (iv) review and evaluate responses to the pre-qualification application; and (v) recommendations to the District for selection of bidders deemed qualified to submit Bid Proposals.
- 4.3. Dissemination of Bid Documents to Bidders. The CM shall establish a system for dissemination of Bid Documents to Bidders and for maintaining records of the Bidders who have obtained Bid Documents.
- 4.4. Bidders Campaign. The CM shall, by all appropriate means of communication, advise Bidders of the availability of the Sitework and Modulares for bidding. The CM shall endeavor to maximize the participation of qualified Bidders whose principal place of business is situated in Southern California. The CM shall maintain records of contacts made and communications transmitted to/received from potential Bidders. All such records shall be available for review and/or reproduction by the District upon request.
- 4.5. 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(s) shall include without limitation: (i) description of the Project and the Sitework/Modular scopes of Work; (ii) description of the process for bidding and award of the Construction Contracts; and (iii) scheduling, phasing and coordination of the field work of the Sitework Contractor and the Modulares Contractor. The job walk shall provide Contractors with an overview of the Site and an understanding of the physical limitations and constraints affecting the Work of the Project or portions thereof. The CM shall record and transcribe minutes of the pre-bid conferences and job walk(s). Minutes maintained by the CM shall be issued to all bidders who have theretofore obtained the Bid Documents, the District, the Architect and other parties as directed by the District Representative.
- 4.6. Opening/Reading of Bid Proposals. The CM shall assist the District in the public opening and reading of Bid Proposals. 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 for the Sitework and the Modulares.
- 4.7. Review of Bid Proposals; Recommendations for Award of Construction Contracts. The CM shall review submitted Bid Proposals to determine: (i) whether the bidder submitting the Bid Proposal is a responsible bidder; (ii) whether the Bid Proposal is responsive to material bidding requirements; and (iii) the price proposed for the base scope of Work and for each Alternate Bid Item, if any, included in the bidding. The 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; (d) rejection of all Bid Proposals; and (e) award of Construction Contracts, to the extent that the bidding for a Construction Contract included Alternate Bid Items, recommendations for the Alternate Bid Items, if any, to be included in the scope of the Construction Contracts awarded by the



District. The CM shall make recommendations to the District Representative for award of the Construction Contracts.

5. CONSTRUCTION PHASE

- 5.1. Administration and Coordination of Construction Contracts and Construction. CM will provide administrative, management and related services necessary to administer the Construction Contracts for the Sitework and Modulares and to schedule, sequence and coordinate the Work of the Contractors during the Construction Phase of the Project including: (i) receive, review and forward to the District and the Architect the Contractors' Certificates of Insurance and Bonds along with commentary as to the extent to which the same comply with requirements of the Contract; (ii) advice and recommendations to the District for issuance of Notice to Proceed directing commencement of work under the Construction Contracts; (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 required by each Construction Contract; (v) in consultation with the District and the Architect, develop and implement procedures for the handling and disposition of the Contractors' 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 Contractors relating to Project construction; (vii) assist the District in selection and retention of Test/Inspection Service Providers and the Inspector; (viii) schedule, sequence and coordinate activities of the Contractors; and (ix) allocate Site staging and storage areas.
- 5.2. Separate Sitework and Modulares Records. Notwithstanding sequencing, scheduling and coordinating the Sitework and Modulares, the CM acknowledges that construction of the Sitework and Modulares is pursuant to separate contracts between the District and the Sitework Contractor and the Modulares Contractor. The CM shall maintain separate Project construction records for the Sitework and Modulares portions of the Project that are consistent with the contracts awarded by the District for the Sitework and Modulares.
- 5.3. Monitoring of Construction Costs. CM will monitor on-going Construction Costs and advise the District of the financial condition of the Project by: (i) development of Project cash flow reports, forecasts and other financial reports to the District, including those reflecting variations between actual Construction Costs and the Construction Budget and estimated costs of unperformed Project activities; (ii) maintaining records reflecting the actual costs for activities completed or in progress, including records relating to changes or potential changes; (iii) monitor and advise the District of costs pertaining to potential, pending and completed changes to any Construction Contract; and (iv) advising and making recommendations to the District for adjustments to the Construction Budget. The CM shall prepare and submit cost reports to the District Representative on a monthly basis; provided that if the District Representative reasonably determines that more frequent cost reports 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 shall be in such detail and format as required by the District Representative. 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 each Construction Contract, the extent of adjustment of the Contract Price to each Construction Contract by District approved Change Orders and the extent of potential further adjustment of the Contract Price of each Construction Contract as of the date of the CM's report based upon the Change or potential Changes known at the time of the CM's preparation of a cost report for a Construction Contract.

- 5.4. Applications for Progress Payments. CM will participate in the review and disbursement of Progress Payments to the Contractor(s) and in consultation with the District and the Architect, make recommendations for the disbursement of Progress Payments to the Contractors as follows: (i) CM will assist in the development of procedures for submittal, review, processing and disbursement of Progress Payments to Contractors, 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 for the Construction Contract; (iii) CM's representations relative to Applications for Progress Payment are subject to an evaluation of the Work for conformity with the requirements of the applicable Construction Contract for the Substantial Completion of each Construction Contract, results of subsequent tests, inspections and other procedures, minor deviations from requirements of the Construction Contracts 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(s) is/are 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 each Contractor within the time permitted by applicable law without incurring interest liability or other penalties/liabilities.
- 5.5. Substantial Completion; Punch List. In consultation with the Architect and the District, the CM will assist in ascertaining the achievement of Substantial Completion of the Work of each Construction Contract. If upon inspection of the Work of a Contractor, the CM determines that Substantial Completion has not been achieved, the CM will assist the Architect in noting the conditions of the Work and the measures necessary for the Contractor to achieve Substantial Completion of its portion of Project construction. Upon the Contractor(s) achieving Substantial Completion, the CM will participate with the District and the Architect to inspect the Work completed by the Contractor(s) to note Punch list items to be completed by the Contractor(s) as a condition to achieving Final Completion of the Construction Contract.
- 5.6. Project Progress.
- 5.6.1. Master Project Schedule. CM shall develop an overall comprehensive Project Schedule for construction of the Project showing the activities of each of the Contractors necessary for completion of Project construction ("Master Project Schedule). CM will incorporate the Contractors' separate Construction Schedules into the Master Project Schedule. During the course of Project construction and based upon Contractors' updated Construction Schedules, CM shall monitor and update the Master Project Schedule on a monthly basis or more frequently as may be requested from time-to-time by the District so that the District is kept fully informed at all times of the status and progress of overall Project construction and the status of each Contractors' construction progress. Where the actual rate of Project construction progress is behind that indicated by the then current Master Project Schedule, CM shall take such actions necessary to return the progress of Work indicated in the Master Project Schedule.
- 5.6.2. Contractors' Schedules. CM shall review the Contractors' Construction Schedules and updates thereof for compliance with the terms of the Construction Contract. The CM

shall enforce terms of the Construction Contract relating to the Contractor's updating of the Contractor's Construction Schedule.

- 5.6.3. Coordination of Construction Activities. CM shall coordinate the Work of the Contractors with the Master Project Schedule, including the coordination and sequencing of Contractors' construction activities so that Site space is appropriately allocated and the Master Project Schedule is maintained. A material obligation of the CM under this Agreement is the scheduling, coordination and sequencing the activities of the Contractors in a manner so that Project construction is completed in accordance with the Master Project Schedule and within the Construction Budget.
- 5.7. Progress Records. CM will maintain records of the progress of Project construction, including written progress reports and photographs reflecting the status of Project construction and percentage completion. CM will maintain daily records during Project construction showing weather conditions, Contractors and their Subcontractors at the Site, work accomplished under each Construction Contract, problems encountered and other matters materially affecting the Project, completion of the Project or Construction Costs. Separate Project Records shall be maintained for the Sitework and the Modulares.
- 5.8. Substantial Completion and Final Completion. Upon request of a Contractor, CM will in conjunction with the District Representative, Inspector and the Architect determine that Substantial Completion and Final Completion have been achieved under that Construction Contract. Upon determining that Substantial Completion/Final Completion of a Construction Contract has been achieved, the CM shall issue Certificates of Substantial Completion and Final Completion for that Construction Contract, as applicable.
- 5.9. Site Observations.
- 5.9.1. CM On-Site. During Project construction and at substantially all times during which there are construction activities under the Contracts, CM shall have its Project Manager, Field Manager or other authorized representative at the Site, to observe Site construction activities and to coordinate the activities of the Contractors. CM shall maintain at the Site the Construction Contracts, Drawings, Specifications, approved Change Orders, Submittals, applicable codes, rules and regulations and other written or electronic materials relating to the Project.
- 5.9.2. 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 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 or an apparent and patent nature.
- 5.10. Site Safety.
- 5.10.1.1. District Safety Program. Prior to any Contractor's performance of Work at the Site, the CM Shall review the District's safety program, meet and confer with the District Representative to review the District's safety requirements for the Contractors at the Site.

5.10.1.2. Contractors' Safety Programs. CM shall review safety programs of the Contractors for conformity with the District's Site safety requirements of the Construction Contract and applicable law; CM shall monitor the Contractors' compliance with safety programs and enforce Contractors' compliance with Site safety requirements. By undertaking the obligations hereunder, CM shall not be deemed to have assumed responsibility for the adequacy or sufficiency of safety programs implemented by Contractors, but the CM is responsible for verifying that the Contractors have established a safety program, that the safety program established by each Contractor is in compliance with applicable law, rule or regulation and that each Contractor has implemented its safety program.

5.10.1.3. 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. In the event of a safety violation or other unsafe conditions on or about the Project Site 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.

5.11. Changes and Claims.

5.11.1. Coordination of Changes. CM will coordinate and disseminate correspondence, drawings and other written materials by and between the Contractors, the District, Inspector, Test/Inspection Service Providers and the Architect relating to Changes to the Construction Contracts. CM will coordinate the Contractors' 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 completion of Project construction.

5.11.2. Processing of Changes and Change Orders. CM will assist the District and the Architect in evaluation of requests by Contractors for issuance of Change Orders, assist in negotiations with Contractors relative to Change Orders proposals and the adjustment of Contract Price or Contract Time under the Contracts. CM will make recommendations to the District and the Architect for handling and disposition of the Contractors' 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 Contracts. The CM is not authorized, without the prior consent and approval of the District, to effectuate or authorize any Change to any Construction Contract. 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 any Construction Contract without the prior direction and authorization of the District.

5.12. Claims Handling. CM will assist the District in the review, evaluation and processing of claims asserted by Contractors; CM will make recommendations to the District as to merit, handling and disposition of Contractors' claims.

6. POST-CONSTRUCTION PHASE



- 6.1. Review and Transmittal of Contractors' Close-Out Documents. The CM shall receive from the Contractors the close-out documents and items to be submitted by each Contractor under the terms of the Construction Contract upon completion of its obligations under the Construction Contract. The CM shall review each Contractor's close-out submittals to determine conformity with requirements of the Construction Contract; if the CM determines that 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. 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.
- 6.2. CM Project Records. Within thirty (30) days of the date of issuance of a Certificate of Final Completion for a Construction Contract, the CM shall assemble and deliver to the District all of the Project records maintained during the Construction Phase by the CM relating to the Construction Contract.
- 6.3. Contractors' Post-Construction Obligations. If any Contractor is obligated under the terms of its Construction Contract to provide work, labor materials or services after completion of Project construction, the CM shall monitor Contractors' post-construction activities for conformity with requirements of the Construction Contract. The CM shall make recommendations, as necessary, for securing Contractors' compliance with post-construction obligations.
- 6.4. 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, Inspector or Contractors upon completion of Project construction. If the Architect, Inspector or any Contractor has not filed reports or taken other actions required upon completion of Project construction, the CM shall make recommendations to the District for measures to secure compliance by the Architect, Inspector or a Contractor 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 upon completion of Project construction pursuant to applicable law, rule or regulation.

7. ADDITIONAL SERVICES

- 7.1. District Authorization. Upon written request and authorization of the District, the CM shall provide Additional Services. The foregoing notwithstanding, the CM shall not provide any Additional Services without the prior written authorization of the District. The CM shall not be entitled to any compensation for any Additional Services provided or completed by the CM without prior written authorization of the District.
- 7.2. Additional Services.
 - 7.2.1. Damage or Destruction to Project. Except to the extent caused by the CM, services and consultation associated or necessitated by damage to the Project prior to completion by fire or other casualty.

8. CM COMPENSATION

- 8.1. Contract Price for Basic Services. The Contract Price for the CM's performance of the Basic Services under this Agreement is the lump sum fixed price of _____ Dollars (\$_____). The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses, travel for personnel to and from the Site, travel



within the Counties of Los Angeles, Orange, Riverside, San Bernardino, Kern and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Basic Services, except for Allowable Reimbursable Expenses described in this Agreement.

8.2. District Payments of the Contract Price.

8.2.1. CM Monthly Billing Statements. CM shall submit monthly billing invoices to the District for payment of the Contract Price for Basic Services, authorized Additional Services and Allowable Reimbursable Expenses performed or incurred in the immediately prior month. Allowable Reimbursable Expenses and General Conditions costs shall be itemized; if requested by the District, CM will provide invoices or other evidence of the cost or value of any Allowable Reimbursable Expense or General Conditions costs for which payment is requested by CM. Billing statements for Basic Services shall be based upon services performed in the prior month multiplied by the applicable personnel rate, subject to the fixed fee lump sum limitation for Phases of the Basic Services, as set forth in this Agreement.

8.2.2. District Payments of Contract Price. Within thirty (30) days of the date of the District's receipt of CM's billing invoices, District will make payment to CM of undisputed amounts of the Contract Price due for Basic Services, authorized Additional Services, General Conditions costs and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due CM hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the District from payment to the Architect or any 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 of performance, less costs, damages or losses sustained by the District as a result of such failure of performance of a material obligation hereunder.

9. INSURANCE AND INDEMNITY

9.1. CM Insurance.

9.1.1. Workers Compensation and Employers Liability Insurance. 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 CM may be liable. 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 CM. The Employer's Liability Insurance required of CM hereunder may be obtained by CM as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by CM hereunder.

9.1.2. Commercial General Liability and Property Insurance. CM shall purchase and maintain Commercial General Liability and Property Insurance as will protect CM from the types of claims set forth below which may arise out of or result from CM's services under this Agreement and for which CM may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than 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 CM, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of



tangible property, including loss of use resulting therefrom; (iv) 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; (v) contractual liability insurance applicable to CM’s obligations under this Agreement; and (vi) for completed operations. The District and the District’s Board of Trustees, Trustees, officers and employees shall be additional named insureds to CM’s Commercial General Liability insurance policy.

9.1.3. Professional Liability Insurance. CM will procure and maintain professional liability insurance covering claims arising out of the performance of services under this Agreement.

9.1.4. Coverage Limits. Minimum coverage limits for policies of insurance obtained by the CM hereunder shall be as follows:

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

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

9.1.6. Builders Risk Insurance. During the progress of construction of the Project, the District or Contractors shall obtain and maintain one or more policies of Builder’s Risk Completed Value Insurance covering all insurable work of the Project, including extended coverage and insurance against vandalism and malicious mischief, perils of fire, sprinkler leakage, acts of civil authorities, collapse and flood, to the full insurable value of the Work of the Project and coverage for Work of the Project whether in progress or completed. The District and CM waive all rights against the other, the Architect, and the Contractors for damages caused by perils covered by insurance obtained under this provision. The policy(ies) of Builders Risk Insurance shall contain express waivers of subrogation by the insurer(s) issuing such policy(ies) to the extent of damages or losses covered thereunder. If the District requires the Contractors to obtain a Builders Risk Insurance policy, such policy will contain such waiver of subrogation.

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

9.3. Indemnity.



- 9.3.1. CM Indemnity of District. To the fullest extent permitted by law, the CM shall indemnify, defend and hold harmless the District and the District's employees, officers, directors, Board of Trustees, individual members of the Board of Trustees, agents and representatives (including the Architect and the Project Inspector) (collectively "the Indemnified Parties") from any and all claims, demands, actions, causes of action, losses, responsibilities or liabilities of any kind, type or nature for: (i) injury or death of the CM's employees; (ii) injury or death of persons or damage to property, or (iii) other damages, losses, costs or charges, arising out of or attributable to the negligent, grossly negligent or willful conduct of the CM or the CM's employees, agents and representatives. The foregoing shall include, without limitation, attorneys' fees and costs incurred by the Indemnified Parties and shall survive the expiration of the Term of this Agreement or the earlier termination hereof, until barred by the applicable Statute of Limitations.
- 9.3.2. District Indemnity of CM. The District shall indemnify, defend and hold harmless CM from all claims arising out of this Agreement, including without limitation, claims for bodily injury (including death) and physical property damage (other than to the work of the Project itself and property damage covered by the Builders Risk Insurance obtained by the Contractor(s)) which arise out of the negligent or willful acts, work of the omissions or other conduct of the District.

10. TERM; TIME

- 10.1. Term. The Term of this Agreement commences as of the Commencement Date set forth in the of the District's Notice to Proceed issued to the CM authorizing the CM to commence the Basic Services under this Agreement. The Term shall expire as of the CM's completion of the Basic Services and other CM obligations under this Agreement.
- 10.2. Time. The CM acknowledges that time is of the essence in the CM's performance and completion of the CM's obligations hereunder and that the CM shall be liable to the District for losses, damages or costs incurred by the District resulting from the CM's failure to timely commence and complete its obligations hereunder.
- 10.3. Force Majeure Events. The CM is not responsible or liable for losses, damages or costs resulting from the CM's failure to timely complete performance of its obligations under this Agreement which result from Force Majeure Events that were not reasonably foreseeable and beyond the reasonable control of the CM. Force Majeure Events include unanticipated and unavoidable labor disputes, unusual and unanticipated delays in transportation of equipment or materials reasonably necessary for completion and proper execution of the Basic Services, unanticipated unusually severe weather conditions, acts of God, accident, riots, war, terrorist act, epidemic, pandemic (including the COVID-19 pandemic), public health orders and/or civil commotion. The financial resources of the CM and other CM resources necessary to complete the Basic Services shall not be deemed Force Majeure Events. Compensation due the CM under this Agreement shall not be increased on account of Force Majeure Events.

11. TERMINATION; SUSPENSION

- 11.1. Termination for Default. Either the District or CM may terminate this Agreement upon 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 effective as set forth in the written termination notice. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to CM if: (i) CM becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of

creditors or the filing by CM or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for CM or any of CM's property on account of CM's insolvency; or (ii) if CM disregards applicable laws, codes, ordinances, rules or regulations. If District exercises the right of termination hereunder, the amount due CM, if any shall be based upon Basic Services, authorized Additional Services and Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement, reduced by losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Payment of the amount due, if any, shall be made by District only after completion of the Construction Phase of the Project. 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, Reimbursable Expenses or authorized Additional Services.

- 11.2. District's Right to Suspend. The District may, in its discretion, suspend all or any part of the construction of the Project, work under a Construction Contract or CM's services hereunder; provided, however, that if the District shall suspend construction of the Project, work under a Construction Contract or CM's services hereunder for a period of sixty (60) consecutive days or more and such suspension is not caused by CM or the acts or omissions of CM, upon recession of such suspension, the Contract Price will be subject to be adjusted to provide for actual costs and expenses incurred by CM as a direct result of the suspension and resumption of Project construction or construction under a Construction Contract or CM's services hereunder.
- 11.3. District's Termination of Agreement for Convenience. The District may, at any time, upon written notice to CM terminate this Agreement for the District's convenience and without fault, neglect or default on the part of CM. In such event, the Agreement shall be terminated as of the date set forth in the District's written notice to CM. In such event, the District shall make payment of the Contract Price to CM for services provided through the effective date of termination.
- 11.4. CM Suspension of Services. If the District shall fail to make payment of the Contract Price 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 in full is received. In such event, CM shall have no liability for any delays or additional costs of Project construction due to, or arising out of, such suspension.

12. GENERAL

- 12.1. Governing Law; Interpretation. This Agreement shall be governed and interpreted in accordance with California law. This Agreement shall be interpreted as a whole in accordance with its fair meaning and not strictly for or against the CM or the District. Marginal headings in this Agreement are for convenience of reference only and shall not enlarge or diminish any rights or obligations of the District or the CM.
- 12.2. Cumulative Rights and Remedies. Duties and obligations set forth in this Agreement are in addition to and not in lieu of duties and obligations arising by operation of law and applicable to the transaction contemplated in this Agreement. No action or failure to act by the District shall be deemed a waiver of any right or remedy afforded the District under this Agreement or by operation of law nor a waiver of any default or breach by the CM of its obligations under this Agreement.



12.3. Compliance with District Board Policies and Administrative Regulations. The CM and its personnel shall comply with all District Board Polices and Administrative Regulations while at the Site or on District property, including without limitation the following:

12.3.1. Prohibition on Harassment. The District is committed to providing a campus and workplace free of sexual harassment and harassment based on factors such as race, color religion, national origin, ancestry, age, medical condition, marital status, disability or veteran status. Harassment includes without limitation, verbal, physical or visual conduct which creates an intimidating, offensive or hostile environment such as racial slurs; ethnic jokes; posting of offensive statements, posters or cartoons or similar conduct. Sexual harassment includes without limitation the solicitation of sexual favors, unwelcome sexual advances, or other verbal, visual or physical conduct of a sexual nature. The CM shall adopt and implement all appropriate and necessary policies prohibiting any form of discrimination in the workplace, including without limitation harassment on the basis of any classification protected under local, state or federal law, regulation or policy. Consultant shall take all reasonable steps to prevent harassment from occurring, including without limitation affirmatively raising the subject of harassment among its employees, expressing strong disapproval of any form of harassment, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment and informing complainants of the outcome of an investigation into a harassment claim.

12.3.2. Safety Protocols. The CM shall comply with safety protocols, including safety requirements, limitations or prohibitions relating to COVID-19.

12.4. Notices. Notices under this Agreement shall be delivered by United States Mail, Certified, Return Receipt Requested with postage fully prepaid or by email. Notices delivered by United States Mail shall be deemed effective the third (3rd) working day after the postmark date. Notices delivered by email before 12:00 PM on District workdays shall be deemed effective four (4) hours after delivery to the recipient’s email server. Emails delivered to the recipient’s email server after 12:00 PM on a District work day or on District holiday days shall be deemed effective as of 12:00 PM the ensuing workday. The recipients and addresses for notices may be modified by the Parties by notice to the other. Notices shall be addressed as follows:

If to District:
Abdul Nasser,
Vice President, Administrative Services
COMPTON COMMUNITY COLLEGE DISTRICT
1111 E. Artesia Blvd.
Compton, CA 90221
anasser@compton.edu

If to CM:

12.5. Disputes.

12.5.1. Mandatory Mediation. All claims, demands, disputes and other matters in controversy between the District and the Consultant arising out of or relating to this this Agreement (collectively “Claims”) are subject to mandatory non-binding mediation conducted



under the auspices of the American Arbitration Association (“AAA”) prior to either the District or the CM initiating binding arbitration procedures.

12.5.2. Government Code Claim Requirements. Pursuant to Government Code §930.6, Claims asserted by the CM t against the District for money or damages, including without limitation Claims remaining after completion of the non-binding mediation resolution procedures described above are deemed a “suit for money or damages” and shall be subject to the provisions of Government Code §§945.4, 945.6 and 946 (“Government Code Claims Process”). An express condition precedent to the CM’s initiation of binding arbitration proceedings relating to Claims is the Consultant’s compliance with the Government Code Clams Process, including without limitation, presentation of the Claims and action thereon by the District or deemed rejected by the District in accordance with Government Code §900, et seq.

12.6. Arbitration.

12.6.1. AAA Arbitration. Claims remaining after the mandatory mediation and Government Code Claims Process shall be resolved by binding arbitration conducted in accordance with the AAA Construction Industry Arbitration Rules in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of the AAA closest to the Site.

12.6.2. Demand for Arbitration. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations.

12.6.3. Discovery. The discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable to arbitration proceedings commenced hereunder and the same shall be deemed incorporated herein by this reference.

12.6.4. Arbitration Award. The award rendered by the Arbitrator(s) (“Arbitration Award”) shall be final and binding upon the District and the CM only if the Arbitration Award is: (i) supported by substantial evidence; (ii) based on applicable legal standards in effect that the time the Arbitration Award is issued; and (iii) supported by written findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296. Any Arbitration Award that does not conform to the foregoing is 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, the Court determines either that the Arbitration Award does not fully conform to the foregoing. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be made by the Superior Court of the State of California for the County of Los Angeles. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.

12.6.5. Arbitration Fees and Expenses. The expenses and fees of the Arbitrator(s) shall be divided equally among all of the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys’ fees, witness fees and other costs or expenses incurred in connection with such arbitration.

The foregoing notwithstanding, the Arbitrator(s) may award arbitration costs, including Arbitrators' fees but excluding attorneys' fees, to the prevailing party.

- 12.6.6. Limitation on Arbitrator. The Superior Court for the State of California for the County of Los Angeles has the sole and exclusive jurisdiction, and an arbitrator has no authority, to hear and/or determine a challenge to the commencement or maintenance of an arbitration proceeding on the grounds that: (i) the subject matter of the arbitration proceeding is barred by the applicable statute of limitations; (ii) the subject matter of the arbitration proceeding is barred by a provision of the California Government Claims Act; (iii) the subject matter of the arbitration proceeding is outside the scope of the arbitration clause; (iv) the CM has failed to satisfy all conditions precedent to commencement or maintenance of an arbitration proceeding; or (v) waiver of the right to compel arbitration; (vi) grounds exist for the revocation of the arbitration agreement.
- 12.6.7. Limitation on Special/Consequential Damages. In the event of the District's breach or default of its obligations under the Agreement, the damages, if any, recoverable by the Consultant shall be limited to general damages which are directly caused by the breach or default of the District and shall exclude any and all special or consequential damages, if any. The CM expressly acknowledges the foregoing limitation to recovery of only general damages from the District if the District is in breach or default of its obligations under Agreement.
- 12.7. Severability. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 12.8. CM Accounting Records. CM shall maintain complete and accurate records of its personnel engaged in performing any service hereunder, personnel expenses, Reimbursable Expenses and other direct costs incurred in connection with performance under this Agreement. Records shall be maintained on the basis of generally accepted accounting principles applied consistently and shall be available for inspection or reproduction by the District upon reasonable request at any time during CM's performance hereunder. Following completion of the Project and the Agreement or the termination of this Agreement, CM shall maintain accounting records for five (5) years or such longer period required by applicable law, code, rule or regulation, during which time such records shall be available to District or as otherwise required by law, code, rule or regulation for inspection or reproduction.
- 12.9. Confidential/Proprietary Information. The Consultant and its personnel may, in the course of completing obligations hereunder: (i) prepare materials consisting of or incorporating District confidential/proprietary information; or (ii) have access to District confidential/proprietary information. Except as required by a valid order of a court of competent jurisdiction, the Consultant and its personnel shall not disburse, distribute or disseminate to any person or entity in any and in whole or in part any District confidential/proprietary information.
- 12.10. Severability. If any term or condition of this Agreement is deemed invalid, unenforceable or void by a court of competent jurisdiction, such term or condition shall be deemed severed from this Agreement and all remaining terms and conditions shall remain in full force and effect.
- 12.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 12.12. No Assignment. Neither the District nor the Consultant shall assign this Agreement without the prior consent of the other. The District's consent to the Consultant's assignment may be granted, denied or conditioned in the sole discretion of the District.

12.13. Definitions.

- 12.13.1. Construction Contract. A Contract for Construction awarded by the District to a Contractor for the construction of a portion of the Project.
- 12.13.2. Contractor. A Contractor to the District under a Construction Contract awarded by the District for construction of the Project.
- 12.13.3. Design Documents. The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the Architect for the Project. Design Documents include surveys, soils reports and other documents prepared for the Project by a licensed Architect or registered Engineer, whether under contract to the Architect or District.
- 12.13.4. Architect. The Architect is HPI Architects. References to the Architect include HPI Architects and its consultants retained to prepare or provide any portion of the Design Documents.
- 12.13.5. Submittals. Shop Drawings, Product Data or Samples prepared or provided by a Contractor or a Subcontractor to a Contractor or suppliers illustrating some portion of the work of the Project.
- 12.13.6. Site. The physical area for construction and activities relating to construction of the Project.
- 12.13.7. Construction Budget. The Project Budget is to the total costs allocated by the District for bidding and construction of the Project by the Contractors, exclusive of fees and costs of the Architect, CM and other consultants of the District, Site acquisition costs and the costs of furniture, furnishing and/or equipment for the Project which are not included in the scope of the Construction Contracts. The Construction Budget established by the District may be modified by the District from time-to-time.
- 12.13.8. 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 Contractors' profit, overhead and administrative cost as necessary to complete construction of the 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 Contractor bids for the Project and Changes in the Work during construction of the Project; the allowance for contingency costs shall be consistent with the contingency established by the District in the Project Budget, if any.
- 12.13.9. Construction Costs. The costs of labor, materials, equipment (inclusive of the Contractors' administrative costs/profit) necessary to complete construction of the Project.
- 12.13.10. Project Schedule. The Project Schedule is a written or graphic description prepared by the CM showing the various activities necessary to complete Project construction, and the sequencing of such activities. The Project Schedule shall incorporate the Contractors' Construction Schedule.
- 12.13.11. Construction Schedule. A Construction Schedule is the written or graphic description of the scheduling, sequencing, and interrelationships of activities necessary to complete a project. Construction Schedules are prepared by the Contractors for review by the CM and acceptance by the District and for incorporation into the Project Schedule by the CM.



- 12.13.12. Construction Contract Documents. The Contract Documents issued by or on behalf of the District under a Construction Contract for construction of a portion of the Project. Construction Contract Documents include all modifications issued by or on behalf of the District. Unless otherwise expressly stated, references to the Construction Contract Documents are referenced to all of the Contract Documents issued for all of the Contracts awarded for Project construction.
- 12.13.13. Substantial Completion. Substantial Completion is when the Work of a Construction Contract has been completed and installed and the Work can be used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.
- 12.13.14. Final Completion. Final Completion is when all of the Work of a Construction Contract 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.
- 12.14. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the District and CM concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and CM. This Agreement and the following enumerated documents constitute the entirety of the Agreement: the RFP, the RFP Response, Exhibit A, Rate Schedule.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date set forth above.

“District”

“CM”

COMPTON COMMUNITY COLLEGE DISTRICT

By: _____

By: _____

Title: _____

Title: _____



**QUALIFICATIONS STATEMENT
(RFP Attachment 2)**

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

1. Contact Information

1.1. Respondent Name. _____

1.2. Form of Entity. Check appropriate box.

Corporation

(State of Incorporation & Corporate Registration No.)

Partnership

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

Limited Liability Company

Limited Liability Partnership

Joint Venture

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

Sole Proprietorship

(Identify all equity owners)

1.3. Contact Person.

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

[CONTINUED NEXT PAGE]



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

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

	Phone/Fax _____
	Email _____

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

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

- Yes
- No (not qualified)

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

- Yes
- No (not qualified)



- 3.3. Respondent has a current Workers Compensation policy of insurance with coverage limits in accordance with applicable law.
 - Yes
 - No (not qualified)
- 3.4. Respondent is ineligible for award of public works contracts pursuant to Labor Code §1777.1 or 1777.7.
 - Yes (not qualified)
 - No
- 3.5. Has any public agency, within the past ten (10) years conducted proceedings that resulted in a finding that the Respondent or any predecessor to the Respondent is not a “responsible” bidder for a public works project or a public works contract?
 - Yes (not qualified)
 - No
- 3.6. At any time during the last ten (10) years, has Respondent or any predecessor to the Respondent been convicted of a crime involving any federal, state, or local law related to a private or public construction project?
 - Yes (not qualified)
 - No
- 3.7. At any time during the last ten (10) years, has the Respondent or any predecessor to the Respondent been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?
 - Yes (not qualified)
 - No
- 3.8. Within the past ten (10) years, has any contract to provide work, labor, materials or services to which the Respondent was a party been terminated for default of the Respondent.
 - Yes (not qualified)
 - No
- 3.9. Has any insurance carrier, for any policy of insurance, declined to issue or declined to renew an insurance policy for the Respondent?
 - Yes (not qualified)
 - No

4. Background.

4.1. Experience.

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

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

- Yes
- No

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



4.2. Claims and Disputes.

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

- Yes
- No

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

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

- Yes
- No

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

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

- Yes
- No

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

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

- Yes
- No

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



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

Executed this ___ day of _____ 20__ at _____
(City and State)

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

(Signature)



PROPOSAL
(RFP Attachment 3)

Respondent: _____

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

1. Respondent Proposed Project Team

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

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

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

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

3. Proposed Allocation. The proposed price to complete construction management services is broken down among the various Phases described in the Construction Management Services Agreement as follows:



3.1. Bid Phase. The lump sum fixed price or the Not to Exceed price of _____ Dollars (\$) is proposed for completion of the Bid Phase.

3.2. Construction Phase. The lump sum fixed price or the Not to Exceed price of _____ Dollars (\$) is proposed for completion the Construction Phase.

3.3. Post-Construction Phase. The lump sum fixed price or the Not to Exceed price of _____ Dollars (\$) is proposed for completion of the Post-Construction Phase.

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

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

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

- No Addenda to the RFP were issued

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

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

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

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

Dated: _____

By: _____

Title _____



**STUDENT HOUSING GRANT PROPOSAL JCAF 32
RFP ATTACHMENT 4**



**CAPITAL OUTLAY BUDGET CHANGE PROPOSAL
RFP ATTACHMENT 5**

STATE OF CALIFORNIA
Capital Outlay Budget Change Proposal (COBCP) - Cover Sheet
 DF-151 (REV 07/21)

Fiscal Year 2021-2022	Business Unit 6870	Department CCC Compton College	Priority No. 1
---------------------------------	------------------------------	--	--------------------------

Budget Request Name Click or tap here to enter text.	Capital Outlay Program ID Click or tap here to enter text.	Capital Outlay Project ID Click or tap here to enter text.
--	--	--

Project Title
 Compton College Student Housing Grant "NC"

Project Status and Type
 Status: New Continuing Type: Major Minor

Project Category (Select one)

<input type="checkbox"/> CRI {Critical Infrastructure}	<input type="checkbox"/> WSD {Workload Space Deficiencies}	<input type="checkbox"/> ECP {Enrollment Caseload Population}	<input type="checkbox"/> SM {Seismic}
<input type="checkbox"/> FLS {Fire Life Safety}	<input type="checkbox"/> FM {Facility Modernization}	<input type="checkbox"/> PAR {Public Access Recreation}	<input type="checkbox"/> RC {Resource Conservation}

Total Request (in thousands) \$ 77,258	Phase(s) to be Funded P, W, C, E Phases	Total Project Cost (in thousands) \$ 77,258
--	---	---

Budget Request Summary

In 2019, 63% of students attending Compton College reported experiencing some kind of housing insecurity. This was according to the 2019 #RealCollege Survey Institutional Report that also reported that 23% of students had experienced homelessness that year. Compton College places a primary focus on fulfilling student's basic needs in order to remove barriers that impact educational achievement and this grant will help address a major, critical element in their basic needs. The Grant will provide the Compton Community College District, Compton College campus with one-time funding to design, construct and equip a 4-Story 86,000 gross square foot (GSF) 250-bed affordable student housing facility on campus for low-income students attending Compton College. The facility will provide three types of student residences: **50 Type A Units** will house two students per unit, with access to shared bathrooms and common spaces; **50 Type B Units** will also house two students per unit and will include a bathroom and access to common spaces; and the **50 Type C Units** will be independent units designed for single occupants. This grant will meet all of the required elements of Education Code Section 17201. The details of the application can be found in the Grant's Purpose of the Project section and the Grant's Supplemental Application attached.

Requires Legislation <input type="checkbox"/> Yes <input type="checkbox"/> No	Code Section(s) to be Added/Amended/Repealed Click or tap here to enter text.	CCCI 7900 09/21
---	---	---------------------------

Requires Provisional Language <input type="checkbox"/> Yes <input type="checkbox"/> No	Budget Package Status <input type="checkbox"/> Needed <input type="checkbox"/> Not Needed <input type="checkbox"/> Existing
--	---

Impact on Support Budget

One-Time Costs <input type="checkbox"/> Yes <input type="checkbox"/> No	Swing Space Needed <input type="checkbox"/> Yes <input type="checkbox"/> No
Future Savings <input type="checkbox"/> Yes <input type="checkbox"/> No	Generate Surplus Property <input type="checkbox"/> Yes <input type="checkbox"/> No
Future Costs <input type="checkbox"/> Yes <input type="checkbox"/> No	

If proposal affects another department, does other department concur with proposal? Yes No
 Attach comments of affected department, signed and dated by the department director or designee.

Prepared By Click or tap here to enter text.	Date Click or tap to enter a date.	Reviewed By Click or tap here to enter text.	Date Click or tap to enter a date.
Department Director Click or tap here to enter text.	Date Click or tap to enter a date.	Agency Secretary Click or tap here to enter text.	Date Click or tap to enter a date.

Department of Finance Use Only	
Principal Program Budget Analyst Click or tap here to enter text.	Date submitted to the Legislature Click or tap to enter a date.

A. ~~COBCP Abstract:~~

~~Design-Bid-Build projects: (COBCP Title — [\$xxx,000 for Phase or Phases in request (Preliminary Plans, Working Drawings, and Construction)] or [\$xxx,000 for Reappropriation of Phase or Phases in request (Preliminary Plans, Working Drawings, and Construction)]]. The project includes [description of project]. Total project costs are estimated at \$x,xxx,000, including Preliminary Plans (\$xxx,000), Working Drawings (\$xxx,000), and Construction (\$x,xxx,000). The construction amount includes \$x,xxx,000 for the construction contract, \$xxx,000 for contingency, \$xxx,000 for architectural and engineering services, \$xxx,000 for agency retained items, and \$xxx,000 for other project costs. The [current project schedule estimates] Preliminary Plans [(will begin) or (began)] in Month 20xx and [(will be) or (were)] completed in Month 20xx. The Working Drawings [(are estimated to begin) or (began)] in Month 20xx and [(will be) or (were)] approved in Month 20xx. Construction [(is scheduled to begin) or (began)] in Month 20xx and will be completed in Month 20xx.)~~

~~Design-Build/Progressive Design-Build projects: (COBCP Title — [\$xxx,000 for Phase or Phases in request (Performance Criteria and Design-Build)] or [\$xxx,000 for Reappropriation of Phase or Phases in request (Performance Criteria and Design-Build)]]. The project includes [description of project]. Total project costs are estimated at \$x,xxx,000, including Performance Criteria (\$xxx,000) and Design-Build (\$x,xxx,000). The design-build amount includes \$x,xxx,000 for the construction contract, \$xxx,000 for contingency, \$xxx,000 for architectural and engineering services, \$xxx,000 for agency retained items, and \$xxx,000 for other project costs. The [current project schedule estimates] Performance Criteria [(will begin) or (began)] in Month 20xx and [(will be) or (were)] approved in Month 20xx. Design-Build [(is scheduled to begin) or (began)] in Month 20xx and will be completed in Month 20xx.)~~

B. Purpose of the Project: (Background, problem, program need, infrastructure deficiency. If reappropriation request, include explanation/justification for request)

Los Angeles County is currently one of the most expensive counties to live in in California with its median housing price of \$550,000. This number can sometimes be misleading due to the size of the county and the income disparities between zip codes. For students who attend Compton College, their annual household income is approximately \$55,000, compared to the median annual income of Los Angeles County set at \$80,000. Yet, median housing prices in Compton's service area stay at \$550,000 with average rent for a one-bedroom apartment at \$1,535 per month. Analysis of the numbers reveal that families who live near Compton College could be spending up to 40% of their salaries on housing alone. For students at Compton College that report a poverty level of 17-20%, this results in spending a larger percentage of their income for housing.

Housing and food insecurities have been directly linked to negatively impact college success at two and four-year colleges and universities. According to Compton Colleges 2019 #RealCollege Survey Institutional Report, 63% of students that attended Compton College reported experiencing some kind of housing insecurity in 2019, 23% of students reported experiencing homelessness that year. Compton College prioritizes fulfilling student's basic needs in order to remove barriers that impact educational achievement and this grant will help address a major, critical element in their basic needs.

Housing is a basic need that students should have access to and as a public institution we should be able to offer any resource that can assist our students in attaining their college and career goals. Access to housing accomplishes this, especially for our disproportionately impacted groups. With the addition of safe and affordable housing, Compton College can begin to address the housing insecurities that many of our students face. Multiple national studies have been conducted and show that students who live on campus get better grades, have higher graduation rates, save money, and have a better social experience on campus.

Compton College serves as a pathway for students to have a way out of poverty through education. Our vision states that ***“Compton College provides solutions to challenges, utilizes the latest techniques for preparing the workforce and provides clear pathways for completion of programs of study, transition to a university, and securing living-wage employment.”*** Having on-campus student housing will allow students to focus on education and career goals, offer a safe environment for student well-being, and help create a sense of independence for students. With this addition of student housing, Compton College will better support its disproportionately impacted students including foster youth, veterans, and formerly incarcerated students, all of whom report high percentages of basic needs insecurities.

Compton College continues to be a leading example of innovative ideas on how to best support students in California, and with California’s housing grant award we can continue to be innovative and an example in the state on how to provide the basic needs for students.

The goal of this Grant is to provide the Compton Community College District, Compton College campus with one-time funding to design, construct, and equip a 4-Story 86,000 GSF 250-bed affordable housing facility on campus for the low-income students attending Compton College. The facility will provide three types of student residences: **50 Type A Units** will house two students per unit, with access to shared bathrooms and common spaces; **50 Type B Units** will also house two students per unit and will include a bathroom and access to common spaces; and the **50 Type C Units** will be independent units designed for single occupants.

The estimated cost to design, construct, and equip the new 4-Story 250-bed low-income student housing facility is \$77,258,433 (CCCI 7900, September 2021). Included in the proposal’s cost is \$2,580,000 of Group II equipment to provide the furniture, free standing lighting, and non-Group I attached equipment. The architectural design firm calculates this cost at an industry standard of \$30 per GSF for housing.

The proposed timeline for this Grant is to begin the design phase in April 2022 (assuming grant application is accepted for state funding) and construction will begin in May 2023, with completion of construction in November of 2024. The short design and construction timeline is due to the use of prefabricated modular construction design.

Early planning for on-campus student housing began in 2019, when identified as part of the Compton College Educational and Facilities Master Plan. Since then, a series of programming and design discussions took place to develop an innovative, effective, and affordable solution to address the growing concerns of student homelessness at Compton College and other California Colleges.

Partnering with Compton College stakeholders, Gensler developed the student housing concept to create a “pathway toward independence” that supports students with diverse needs while fostering personal growth. This journey begins with a double sleeping room for incoming students with shared bathrooms and amenities, followed by a double suite where students are responsible for their room and bathroom. More mature students occupy a studio, where they potentially live on their own with increased responsibility and privacy. This concept was developed working closely with the Tartar Support Network (TSN) through the development of multiple scenarios. Key themes of the design concept are creating ‘communities of learners’ developing connections to the campus core and maximizing campus resources for student residents.

The design team developed a ‘kit-of-parts’ to address the program needs using a pre-fab modular design approach – each kit includes a set of housing and amenity modules that can be scaled, mixed and matched depending on the needs of each college. Compton College will be the first pilot project to utilize the pre-fab modular units.

Pre-fab modular design allows the opportunity to be innovative not only in design, but in the process and implementation. Some of the benefits of modular construction is that it limits disruption to students and the campus by reducing the construction schedule by 40%. Additionally, there is

increased construction quality and consistency, it is safer for factory construction workers, and allows for significantly less waste and fewer transportation-related emissions. Gensler is partnering with the Division of the State Architect (DSA) to develop a regulatory pathway for approvals through the use of pre-approved modules and comparison sets. This allows for a further reduction in overall development timelines. Further details of the new technology prefabrication construction design can be found in the attached set of drawings.

Based on the CCC Chancellor’s Office 2019-20 Annual Student Count Report, of the 8,784 students annually attending Compton College, 3,608 (41%) are low-income students receiving financial aid. The addition of 250 low-income housing beds to the campus would address just under 7% of the low-income housing needs for the campus. Compton College is planning for a second phase of affordable housing to include an additional 200 beds as identified in the college’s Master Plan. This Grant will be a tremendous start in addressing the surrounding Compton community low-income housing needs.

Per SB169, the monthly rent to be provided in the low-income student housing units is calculated at 30 percent of 50 percent of the area median income for a single-room occupancy unit type. For Compton College, this equates to \$700 per month maximum (adjusted for annual COLA by HUD). See the SB169 Rental Calculation Table below for reference. This commitment is for the life of the facility.

SB169 Rent Calculation	
Los Angeles County Area Median Income Calculation	
HUD County Area Median Income - 1 person	\$56,000
SB 169 50% Adjustment	\$28,000
SB 169 30% of 50% Adjustment	\$8,400
Annual Rent	\$8,400
Monthly Rent	\$700

The projected annual revenue from the proposed 250-bed facility is represented below. The shared unit rent is significantly lower than the SB169 maximum rental threshold allowing for low-income students to reduce their dependency on financial aid and lower their long term educational debt.

Compton College Revenue Calculation				
Room Type	Double (A)	Double (B)	Single (C)	Total
Monthly rent	\$500	\$600	\$700	
# of beds	100	100	50	
# of months	12	12	12	
Annual revenue	\$600,000	\$720,000	\$420,000	\$1,740,000

The projected annual maintenance and operational costs of the new affordable housing for low-income students is shown below. Compton College calculates that the annual cost per GSF for maintenance and operations will be \$8 per GSF. The \$8 per GSF includes custodial services, routine maintenance, consumable materials, utilities, and campus administrative support. The Jovenes Corp. management costs are for facility specific management staffing, and staff direct operational costs. Details are available on request.

Compton College Expense Calculation			
	Bldg GSF	Jovenes Management Cost	Total
Maintenance	86,000		
\$ per GSF	\$8		
Annual Cost	\$688,000	\$882,401	\$1,570,401

Compton College commits to setting aside the estimated \$169,000 of annual revenues from the facility in a special long-term maintenance fund for future maintenance and operational needs of the facility. If there should be a shortfall in annual revenue, the College commits to covering it with their annual campus maintenance and operational budget.

Compton College also commits to requiring any students renting the student housing provided by this Grant to take a minimum average of 12 degree-applicable units per semester term to facilitate timely degree completion.

If the Grant is approved, it will provide a great public benefit by providing 250 low-income students with affordable on campus housing, much more affordable than housing costs in the Compton College service area. This will allow students to remain on campus in a secure environment which will help them to succeed in getting a college education and become productive members of society.

The proceeds from this Grant will not be utilized to acquire or renovate any commercial property, nor will it be used in a partnership with other campuses. The Grant will only construct low-income student housing and will not include any construction of new buildings for ancillary support services.

This grant will meet all of the required elements of Education Code Section 17201. The details of the application can be found in the attached Grant's Supplemental Application.

~~C. Relationship to the Strategic Plan: (relevance of problem/need to mission and goals)~~

Click or tap here to enter text.

~~D. Alternatives: (for each, describe the proposed alternative and provide a brief summary of scope, cost, funding source, program benefits, facility management benefits, and impact on support budget)~~

STATE OF CALIFORNIA
COBCP - Narrative
DF-151 (REV 07/21)

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E. ~~Recommended Solution:~~

~~1. Which alternative and why?~~

~~Click or tap here to enter text.~~

~~2. Detailed scope description.~~

~~Click or tap here to enter text.~~

~~3. Basis for cost information.~~

~~Click or tap here to enter text.~~

~~4. Factors/benefits for recommended solution other than the least expensive alternative.~~

~~Click or tap here to enter text.~~

~~5. Complete description of impact on support budget.~~

~~Click or tap here to enter text.~~

~~6. Identify and explain any project risks.~~

~~Click or tap here to enter text.~~

~~7. List requested interdepartmental coordination and/or special project approval (including mandatory reviews and approvals, e.g. technology proposals).~~

~~Click or tap here to enter text.~~

F. Consistency with Government Code Section 65041.1:

Does the recommended solution (project) promote infill development by rehabilitating existing infrastructure and how? Explain.

[The California Community Colleges are exempt from the specific provisions of this Government Code Section.](#)

Does the project improve the protection of environmental and agricultural resources by protecting and preserving the state's most valuable natural resources? Explain.

[The California Community Colleges are exempt from the specific provisions of this Government Code Section.](#)

Does the project encourage efficient development patterns by ensuring that infrastructure associated with development, other than infill, support efficient use of land and is appropriately planned for growth? Explain.

[The California Community Colleges are exempt from the specific provisions of this Government Code Section.](#)

**PRELIMINARY PROJECT LAYOUT
RFP ATTACHMENT 6A/6B**

See Submitted DSA Drawings and Master Schedule