



**COMPTON COMMUNITY COLLEGE DISTRICT
REQUEST FOR QUALIFICATIONS AND PROPOSALS (“RFP”)
ENVIRONMENTAL (CEQA) COMPLIANCE CONSULTING SERVICES – STUDENT HOUSING
RFP NO. CCC-070**

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Latest Date to Submit Pre-Submittal Questions	Monday, June 6, 2022
Latest Date for Submitting RFP Responses	Thursday, June 16, 2022
Board of Trustees Meeting to Award Contract	Monday, June 27, 2022

COMPTON COMMUNITY COLLEGE DISTRICT ENVIRONMENTAL (CEQA) COMPLIANCE CONSULTING SERVICES – STUDENT HOUSING

Compton Community College District (“District”) requests that qualified firms (“Respondents”) submit responses to this RFP to complete consulting services necessary for the District to comply with CEQA requirements relating to a student housing Project (“Project”) the District anticipates developing, designing and constructing on the District’s Compton College campus. The scope of CEQA consulting services will generally consist of completing CEQA administrative and documentation requirements necessary for design and construction of the Project.

1. Introduction.

- 1.1. The District. The 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 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 has 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. The Project is planned to be a 4-story, 86,000 gross square foot facility which will provide affordable student housing in unit plans that will provide a total of 250 beds.
 - 1.2.1. Modular Pre-Fabricated Facility. The District anticipates design and construction of the Project utilizing pre-fabricated modular building components. Proposals to provide architectural and related design professional services for the Project must be based on completing Project design utilizing pre-fabricated modular building components. The District has completed a preliminary layout of the units and facilities that will constitute the Project.
 - 1.2.2. 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 Activity	Completion Date
Start Preliminary Plans	8/1/2022
Start Working Drawings	10/1/2022
Complete Working Drawings	1/1/2023
DSA Final Approval	7/1/2023
Advertise Bid for Construction	7/15/2023
Award Construction Contract	9/15/2023
Advertise Bid for Equipment	6/1/2024
Complete Project	3/1/2025

1.3. Project Planning Materials. The following materials relating to the Project are available for review in preparation of a response to this RFP: The Project materials can be accessed at https://drive.google.com/open?id=1MThHuJ9S11SyyvAWyV8KBwU0W3uXjlvM&authuser=sphillips%40pcm3.com&usp=drive_fs

- Facilities Master Plan
- Project Preliminary Layout

2. **Consultant Services.** The Consultant awarded the Consultant Agreement will complete the Consultant Services that are generally described in the following:

- 2.1. Task 1; Project Initiation. The District will provide the Consultant with background information and copies of Project applications, site plans, technical reports, and any other documents, studies or similar materials relating to the Project (collectively, “Project Background Materials”). The Consultant will meet with District staff to discuss the Project, Project description, specific Project issues affecting CEQA compliance and any additional Project Background Materials necessary for the Consultant to complete the Consultant Services.
- 2.2. Task 2; Initial Study. The Consultant will prepare an Initial Study to evaluate potential environmental impacts associated with the proposed Project based on the environmental checklist included in CEQA Guidelines. The Consultant will review submitted project proponent associated studies/surveys/technical reports and will determine which resource areas require additional studies, surveys and/or technical analysis. Assessment will include (but not limited too) description in detail of the following topics in accordance with current CEQA guidelines and requirements:

<ul style="list-style-type: none"> Aesthetic Agriculture / Forestry Resources Air Quality Biological Resources Cultural Resources Energy Geology/Soils Greenhouse Gas Emissions Hazards & Hazardous Materials Hydrology/Water Quality Land Use/Planning 	<ul style="list-style-type: none"> Mineral Resources Noise Population/Housing Public Services Recreation Transportation/Traffic Tribal Cultural Resources Utilities/Service Systems Wildfire Findings of Significance
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2.3. Task 3; Preparation of Negative Declaration, Mitigated Declaration or Environmental Impact Report. After completing the Initial Study, the Consultant will assist the District as follows to complete either Task 3A or Task 3B, as appropriate.

2.3.1. Task 3A. Completion of a Negative Declaration (“ND”) or Mitigated Negative Declaration (“MND”). The Consultant will prepare a ND or appropriate a MND mitigation measures

- to reduce impacts to below a level of significant. The ND or MND shall meet all of the requirements set forth in CEQA (Public Resources Code §21000 et seq.) and the CEQA Guidelines (California Code Regulations, Section §§15000 et seq.).
- 2.3.2. Task 3B; Environmental Impact Report (“EIR”). If the Initial Study finds that the Project results in significant impacts, an EIR may be required. The EIR shall meet all of the requirements set forth in CEQA (Public Resources Code §21000 et seq.) and the CEQA Guidelines (California Code Regulations, Section §§15000 et seq.).
 - 2.3.3. Consultant Services to Complete Task 3. It is anticipated that Task 3A or 3B will require District staff reviews of draft documents prior to finalization. The scope of Task 3 includes preparation of and revisions to internal administrative drafts of the ND, NMD or EIR and supporting materials. The Consultant will be required to participate in written communications, verbal communications and/or remote and/or in-person meetings with District staff relating to completion of Task 3.
 - 2.4. Task 4; Circulation of Draft ND/MND or EIR. Upon receipt of the District’s comments and finalization of the Initial Study, the Consultant will address the District’s revisions and comments and will prepare a Draft ND/MND or EIR for public release. Consultant will be responsible for distribution of copies of the Draft ND/MND or EIR and appropriate notices to the State Clearinghouse and other responsible public agencies per the CEQA Guidelines (specifically Articles 5, 6 and 7). The Consultant will assist the District with preparation and filing of all required notices for the environmental determination, and will provide the District with a list of all mailings for the administrative record. The District shall be responsible for any filing fees. The Consultant will be responsible for any required consultations required under the CEQA guidelines. Deliverable: Distribute hard copies of the IS/ND/MND or EIR as required in the CEQA Guidelines (specifically Articles 6 and 7). Prepare Notice of Intent or Notice of Preparation as required and file with County of Los Angeles. Complete required consultations.
 - 2.5. Task 5; Response to Comments and Final Environmental Determination. The Consultant will respond to public comments received and will prepare a Response to Public Comments document for the Final CEQA document. Consultant will provide responses to public comments in the form of a memorandum to the District for review and approval. Deliverable: One (1) memorandum/letter will be emailed containing proposed responses to public comments
 - 2.6. Task 6; Mitigation Monitoring and Reporting Program (MMRP), If Required. If required, the Consultant will prepare a draft MMRP for District review and approval. Based on District review comments, the Consultant shall prepare the final MMRP for inclusion in the Final CEQA document, pursuant to Public Resources Code §1081..6. Deliverable: one (1) electronic copy of the MMRP.
 - 2.7. Task 7; Public Hearings. The Consultant will attend, as necessary, District Board of Trustees meetings to answer any Project questions that may arise related to the CEQA analysis. Deliverable/meetings: Consultant to attend Board of Trustees and other meetings. Assume four (4) public meetings.
 - 2.8. Task 8; Notice of Determination. Consultant will distribute copies of the appropriate document(s) and appropriate notifications to the State Clearinghouse and other responsible public agencies per the CEQA Guidelines (specifically Articles 6 and 7) after an environmental determination has been adopted by the District Board of Trustees. Deliverable: Consultant to prepare and distribute Notice of Determination.

3. RFP Procedures and Instructions.

- 3.1. Obtaining RFP From District. Full RFP documents are available at: http://www.compton.edu/district/administration/businessadmin/Bid_Proposal_Requests.asp X.
- 3.2. District Representative. The District Representative relating to this RFP is Linda Owens, Chief Facilities Officer, email: LOWENS@Compton.edu.
- 3.3. District Modifications to RFP. The District expressly reserves the right to modify any portion of this RFP prior to the latest date/time for submission of RFP Responses, including without limitation, the cancellation of this RFP. Modifications, if any, made by the District to the RFP will be in writing; potential Respondents who have obtained this RFP from the District prior to any such modifications will be issued modifications to the RFP by written addenda.
- 3.4. 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.
- 3.5. 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. Responses of the District to the notice of any errors or discrepancies herein, or a clarification will be in writing; if in the sole judgment of the District, any clarification response affects the RFP or other Respondents, the District will issue the clarification response by a written addendum distributed to all potential Respondents who have theretofore obtained this RFP from the District. All requests for clarification of this RFP must be submitted and actually received by the District Representative prior to the latest date/time for submitting RFP clarification requests as set forth in this RFP. The District will not respond to clarification requests submitted thereafter.
- 3.6. Mandatory Pre-Bid Meeting. The District will conduct a Mandatory Pre-bid Meeting at the date/time noted in the RFP. A RFP Response submitted by any Respondent whose representative(s) did not attend the Mandatory Pre-bid Meeting, in its entirety, will be rejected by the District as being non-responsive.
- 3.7. Public Records. Except for materials specifically marked as Trade Secrets (as defined in California Civil Code §3426.1) and materials specifically marked "Confidential" or "Proprietary," all materials submitted in response to this RFP are deemed property of the District and public records upon submission to the District. The foregoing notwithstanding, the District may reject for non-responsiveness the RFP Response of a Respondent who indiscriminately notes that its RFP Response or portions thereof are "Trade Secret" "Confidential" or "Proprietary" and exempt from disclosure as a public record. The District is not liable or responsible for the disclosure of RFP Responses, or portions thereof, deemed to be public records, including those exempt from disclosure if disclosure is by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a RFP Response deemed exempt from disclosure hereunder, by submitting a response to this RFP, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or

proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

3.8. **Proposals.** Proposals shall remain firm for one hundred twenty (120) days after the date of the District's opening of RFP Responses. If the District's Board of Trustees has not taken action to award the Consultant 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 committed in writing to holding firm their respective pricing proposals will be further considered for award of the Consultant 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.

3.9. **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.

4. **Consultant Agreement.** Incorporated as Attachment 1 to this RFP is a form of Agreement for Consultant Services ("Consultant Agreement") which the District anticipates executing with the successful Respondent selected through this RFP. All Respondents must thoroughly review the Consultant Agreement and indicate in Tab 4 of the RFP Response acceptance of the entirety of the Consultant Agreement or the portions of the Consultant Agreement for which modifications are proposed by a Respondent. If a Respondent proposes modifications to the Consultant 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 Consultant Agreement in the Respondent's RFP Response and such Respondent is awarded the Consultant Agreement, the Respondent is deemed to have accepted the entirety of the Consultant Agreement and shall execute the Consultant Agreement in the form attached hereto.

5. **RFP Response.**

5.1. **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.

Mandatory Pre-Proposal Meeting @11am	Wednesday, June 1, 2022
Latest Date to Submit Pre-Submittal Questions by 2pm	Monday, June 6, 2022
Latest Date for Submitting RFP Responses by 2pm	Thursday, June 16, 2022
Board of Trustees Meeting to Award Contract	Monday, June 27, 2022

5.2. **Submission of RFP Response.**

5.2.1. **Latest Date/Time for Submission of RFP Response.** The latest date/time for submission of RFP Responses is set forth in the RFP. RFP Responses which are not actually received at the District Campus Police Building 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 District Campus Police Building or to retain a private courier/messenger service to

personally deliver RFP Responses to the District Campus Police Building to ensure timely delivery to the proper location for submission of RFP Responses.

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

Compton College
Campus Police Building
1111 East Artesia Boulevard
Compton, California 90221
Attn: Reuben James

5.3. RFP Submission Format.

5.3.1. 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 5.4 below.

5.3.2. Additional Materials. Respondents are not prohibited, but are discouraged, from submitting materials in addition to those specifically responding to the matters noted in Paragraph 5.4 below. If a Respondent elects to submit materials with its RFP Response which are in addition to the matters described in Paragraph 5.4 below, the Respondent shall separately bind all such additional materials separately from the RFP Response addressing the matters set forth in Paragraph 5.4 below.

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

5.4. RFP Response Format/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.

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

5.4.2. Letter of Interest. Include a brief letter expressing the interest of the Respondent in providing the CEQA Consulting Services contemplated by this RFP and the Consultant Agreement along with a brief statement of the qualifications of the Respondent to provide the CEQA Consulting services described in the attached Consultant Agreement. 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.

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

5.4.4. Tab 1; Statement of Qualifications. Complete the Qualifications Statement incorporated into this RFP as Attachment 2. Failure to complete the entire Qualifications Statement and providing all information requested by the Qualifications Statement shall be a basis

for rejecting the RFP Response for non-responsiveness.

5.4.5. **Tab 2; Relevant Experience.** Provide details of the Respondent’s skills, experience and expertise to provide the CEQA Consulting Services contemplated by this RFP and the Consultant Agreement. This portion of the RFP Response must contain three subparts:

- (i) General description of the Respondent’s capabilities as a firm to perform and complete CEQA Consulting Services.
- (ii) Specific qualifications, experience and skills of the Respondent’s personnel proposed to complete CEQA Consulting Services, including without limitation, educational background, academic qualifications and prior experience.
- (iii) Identify not more than five (5) and not fewer than two (2) CEQA Consulting Services assignments similar in scope to that contemplated by this RFP which are completed within past three (3) years for California public education institutions (K-12, community college, CSU or UC).

5.4.6. **Tab 3; Proposed Project Team.**

5.4.6.1. **Tab 3A; Respondent Personnel.** Identify the key members of the Respondents’ employees that will be assigned to complete the CEQA Consultant Services and the specific Tasks that will be completed by each employee.

5.4.6.2. **Tab 3B Sub-Consultants.** Identify any sub-consultants to the Respondent that will complete any portion of the CEQA Consultant Services. For each identified sub-consultant, provide a description of the portion of the CEQA Consultant Services that will be completed by the sub-consultants. Identify the key employees of each sub-consultant that will be completing any of the CEQA Consultant Services.

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

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

5.4.8. **Tab 5; Consultant Agreement Comments.** Included with this RFP is the Consultant Agreement. Respondents must thoroughly review the Consultant Agreement included herewith and must in their respective RFP responses identify any term or condition of the Consultant 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 Consultant Agreement will be

deemed to have agreed to all terms and conditions set forth therein; if awarded the Consultant Agreement, such Respondent must execute the Consultant Agreement in the form and content attached hereto subject only to elements of such Respondent's RFP Response accepted by the District.

- 5.4.9. Tab 6; Proposal Pricing. Complete the form of Proposal (Attachment 3 to this RFP).
- 5.4.10. Tab 7; Proposed Schedule. Provide a proposed schedule for completing obligations under the Consultant Agreement and Tasks 1-8, as described in Paragraph 2 of this RFP. The proposed schedule shall be in such detail as necessary to incorporate all actions necessary to complete Tasks 1-8. For activities which require consideration or action of the District Board of Trustees, incorporate the Board of Trustees meeting dates in the proposed schedule. The current Board of Trustees 2022 meeting schedule is:

Monday, May 16, 2022
 Monday, June 27, 2022
 Monday, July 18, 2022
 Monday August 15, 2022
 Monday, September 12, 2022
 Monday, October 17, 2022
 Monday, November 21, 2022
 Monday, December 12, 2022

6. Evaluation of RFP Responses and Award of Consultant Agreement.

- 6.1. 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
- 6.2. Evaluation Criteria. The following set forth the criteria by which each RFP Response will be evaluated and the relative weight of each evaluation criteria are set forth below:

Criteria	Weight
Proposed CEQA Consulting Services Pricing	20
Understanding scope and requirements of CEQA Consulting Services	10
Technical expertise of Respondent's proposed personnel	10
Respondent experience with completing similar CEQA Consulting Services	20
Responsiveness of RFP Response	10
Acceptance of Consultant Agreement without proposed modifications	10
Proposed Schedule	20
Maximum Score	100

- 6.3. Selection Committee Recommendation. The Selection Committee will make a recommendation to the District Board of Trustees for award of the Consultant Services Agreement to the Respondent submitting the highest scored RFP Response based on the Evaluation Criteria set forth above and the Selection Committee scoring of the RFP Responses. The foregoing notwithstanding, the Selection Committee may make a recommendation for award of the Consultant Services Agreement to a Respondent who did not submit the highest scored RFP Response provide that such recommendation is supported by substantiating the basis for such a recommendation.

- 6.4. 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.
- 6.5. District Negotiations. The District reserves the right (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 Consultant Agreement.
- 6.6. Notice of Intent to Award Consultant Agreement. At least five (5) days prior to the date of the District’s Board of Trustees meeting to consider award of the Consultant Agreement, the District will issue a Notice of Intent to Award the Consultant Agreement, identifying the Respondent to whom the District intends to award the Consultant Agreement and the date/time/place of the District’s Board of Trustees meeting at which award of the Consultant Agreement will be considered.
- 6.7. Bid Protest. Any Respondent submitting a RFP Response to the District may file a protest of the District’s intent to award the Consultant Agreement provided that each and all of the following are complied with: (i) the bid protest is in writing; (ii) he 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 Consultant Agreement; and (iii) the written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence. Any bid protest not conforming with the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District’s 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 Consultant 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.
- 6.8. Award of Consultant Agreement. Authority to award the Consultant Agreement is vested solely in the District’s Board of Trustees. Award of the Consultant Agreement will be considered in an open public meeting of the Board of Trustees conducted in accordance with applicable law.

[END OF SECTION]



AGREEMENT FOR CEQA CONSULTANT SERVICES

This Agreement for CEQA Consultant Services is entered into this ____ day of _____, 2022 by and between Compton Community College District ("District") and _____ ("Consultant") who are collectively referred to herein 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, in or about, _____, 2022, the District issued a Request for Proposals ("the RFP") pursuant to which the District requested proposals to provide CEQA consulting services to comply with CEQA requirements for design and construction of a Student Housing Project ("Project") on the District's Compton College campus ("Consultant Services") which are more specifically described in Exhibit A to this Agreement ("Consultant Services Scope of Work").

WHEREAS, on or about _____, 2022, the Consultant submitted a written response to the RFP ("the RFP Response"); by this reference, the RFP Response is incorporated herein.

WHEREAS, the Consultant is engaged in the business of providing Consultant Services; the Consultant is duly qualified licensed and otherwise authorized to engage in the business of providing and completing the Consultant Services subject to this Agreement.

WHEREAS, the District and the Consultant desire to establish the terms and conditions pursuant to which Consultant shall provide Consulting Services for the Project to comply with CEQA requirements for the Project.

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

1. General.

- 1.1. Consultant Personnel. All Consultant Services shall be completed by employees of the Consultant who possess the skills, knowledge and experience to complete the Consultant Services assigned to such personnel. While on District property, Consultant employees shall comply with all applicable rules, regulations and/or policies relating to use/access to District property and personal conduct. Consultant personnel violating applicable policies, regulations or laws are subject to penalties imposed by the policy, regulation or law violated. A current valid California State Driver's License for all Consultant employees operating a vehicle on the Compton College Campus is required. Third party contracting shall not be allowed.
- 1.2. Consultant Services Standards. The Consultant shall complete all Consultant Services in accordance with: (i) with applicable professional "best practices"; (ii) the terms of this Agreement; and (iii) applicable laws, rules and regulations.

2. Term. The Initial Term of this Agreement commences as of the date set forth above and terminates upon the Consultant's completion of the Consultant Services.

3. Contract Price and Contract Payments.

- 3.1. Consultant Services Contract Price. The compensation due from the District to the Consultant for completing the Consultant Services and other Consultant obligations under this Agreement is set forth in Exhibit A attached hereto ("Consultant Services Contract Price"). The Consultant Services Contract Price is the full amount due from the District to the Consultant under this Agreement. The Consultant Services Contract Price includes the Consultant's fee, personnel expenses (including all benefits and burdens) for Consultant

personnel and others providing any part of the Services, travel of Consultant personnel and others performing Consultant Services to and from their respective offices/homes and the District's campuses and the District's Administrative Offices, travel within the Counties of Ventura, Los Angeles, Orange and Riverside, costs, expense or other charges for completing Consultant Services; materials, equipment and other items necessary to complete the Consultant Services, profit and administrative and overhead costs (including without limitation insurance). All costs, fees or expenses to complete the Consultant Services are included in the Consultant Services Contract Price; there are no reimbursable expenses under this Agreement.

- 3.2. Additional Services. If the District authorizes the Consultant to complete any Additional Services, payment from the District to the Consultant for District authorized Additional Services shall be in accordance with the District's written Additional Services Authorization.
- 3.3. Consultant Billings For Payment of the Consultant Services Contract Price. Consultant shall submit one (1) invoice monthly to the District payment of the Consultant Services Contract Price due for the Consultant Services completed in the prior month.
 - 3.3.1. Consultant Services Contract Price Based on Personnel Time. If the Consultant Services Contract Price is based on Consultant personnel time to complete Services, billings for the Consultant Services Contract Price must reflect the date of the Consultant Service, identify the individual performing the Consultant Service, state the hours worked and rate charged, and describe the Consultant Service performed.
 - 3.3.2. Consultant Services Contract Price Based on Lump Sum, Fixed Price. If the Consultant Services Contract Price is based on a lump sum, fixed price, billings for the Consultant Services Contract Price shall detail the portion of the Consultant Services Contract Price requested based on the actual percentage completion of the Consultant Services.
 - 3.3.3. Additional Services. The Consultant's monthly billing invoices may include payment requests for District authorized Additional Services completed in the prior month. Billing invoices requesting payment for Additional Services must reflect the compensation for the Additional Services established in the District's Additional Services Authorization and must include a copy of the Additional Services Authorization. No payments will be made by the District to the Consultant for monthly invoices requesting payment for Additional Services without the prior written authorization of the District. The District's prior written authorization is an express condition precedent to any payment by the District for Additional Services and no claim by the Consultant for additional compensation related to Additional Services shall be valid absent such prior written approval by the District.
- 3.4. District Payments. The District will make payment of the undisputed amount due on billing invoices within forty five (45) days of the District's receipt of a billing statement.
- 3.5. District Right to Withhold. The District may withhold payment of any portion of the Services Contract Price if the District reasonably determines: (i) there are defects, deficiencies or other failure of the Consultant Services comply with the requirements of this Agreement; (ii) that the Consultant has failed to make payments due employees, independent contractors, contractors or vendors for work, labor, materials or services provided to the Consultant for completion of the Services, including penalties/assessments for prevailing wage rate violations, if applicable; (iii) the Consultant in default of its obligations under this Agreement; or (iv) the District has, or may, sustain damages, losses or other costs as a result of the Consultant's errors or omissions in completing Services, negligent, grossly negligent or willful conduct of the Consultant or its personnel. Any portion of the Consultant Services Contract

Price withheld by the District pursuant to the foregoing shall be disbursed to the Consultant only after: (i) the cause(s) for the District's withhold of the Consultant Services Contract Price has/have been remedied; and (ii) District losses, damages, or other costs incurred as a result of the cause(s) for the District's withhold of the Consultant Services Contract Price.

- 3.6. Consultant Payments; Consultant Responsibilities. The Consultant is solely responsible for the timely and full payment due its personnel and Sub-Consultants, if any. The Consultant is solely responsible for classification of its personnel as employees or independent contractors and for any liability, penalty or assessment arising out of misclassification of personnel as employees or independent contractors. If any portion of the Consultant Services are subject to payment of prevailing wage rates, all personnel completing such Consultant Services shall be paid at least the prevailing wage rate for such Consultant Services.

4. Insurance; Indemnity.

- 4.1. Consultant Insurance. At all times during the Term of this Agreement, the Consultant shall obtain and maintain the insurance coverages noted herein; each required policy of insurance shall be in the minimum coverage amount noted herein.
- 4.2. Workers Compensation Insurance; Employer's Liability Insurance. The Consultant shall obtain Workers Compensation Insurance covering all employees of the Consultant engaged in operations under this Agreement. The Workers Compensation Insurance shall cover claims under workers' compensation, disability benefits and other similar employee benefit laws applicable to the Consultant's operations under this Agreement. The Employer's Liability Insurance shall cover bodily injury or death by accident or disease to any employee which arises out of the employee's employment by the Consultant. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as additional coverage under the Workers Compensation Insurance policy.
- 4.3. Commercial General Liability Insurance. The Commercial General Liability Insurance obtained by the Consultant shall cover the types of claims set forth below which may arise out of or result from the operations of the Consultant under this Agreement. The Commercial General Liability Insurance shall cover: (i) claims for damages for bodily injury, sickness, disease or death of persons other than the Consultant's employees; (ii) claims for damages due to injury or death of persons or damage to property, including the loss of use thereof; (iii); contractual liability applicable to the obligations under this Agreement; and (iv) completed operations. The Commercial General Liability Insurance policy shall name the District including, without limitation, District officers, directors, employees, representatives, the District's Board of Trustees and individual members of the Board of Trustees, as additional named insureds thereunder.
- 4.4. Automobile Liability. The Automobile Liability insurance policy shall cover claims for damages arising out of bodily injury or death of persons or damage to property arising out of Consultant's ownership, maintenance or use of motor vehicles.
- 4.5. Minimum Coverage Limits. The minimum coverage limits for policies of insurance of the Consultant and Sub-Consultants, if any, are:

Consultant Minimum Coverage Limits	
Workers Compensation Insurance	In accordance with law
Employers Liability Insurance	One Million Dollars (\$1,000,000)
Commercial General Liability	One Million Dollars (\$1,000,000) per occurrence
	Two Million Dollars (\$2,000,000) in the aggregate
Automobile Liability (if not covered by Commercial General Liability policy)	One Million Dollars (\$1,000,000) combined single limit
Professional Liability	One Million Dollars (\$1,000,000) per claim
	Two Million Dollars (\$2,000,000) in the aggregate
Sub-Consultant Minimum Coverage Limits	
Workers Compensation Insurance	In accordance with law
Employers Liability Insurance	One Million Dollars (\$1,000,000)
Commercial General Liability	One Million Dollars (\$1,000,000) per occurrence
	Two Million Dollars (\$2,000,000) in the aggregate
Automobile Liability (if not covered by Commercial General Liability policy)	One Million Dollars (\$1,000,000) combined single limit
Professional Liability	One Million Dollars (\$1,000,000) per claim
	Two Million Dollars (\$2,000,000) in the aggregate

- 4.6. Certificates of Insurance; Policy Requirements. Prior to the commencement of the Term of this Agreement, the Consultant shall deliver to the District Representative Certificates of Insurance evidencing each of the insurance coverages required to be obtained and maintained by the Consultant. Each policy of insurance obtained by the Consultant hereunder shall provide, by endorsement or otherwise, that the policy of insurance will not be permitted to lapse or expire, or to be materially modified without at least thirty (30) days advance written notice to the District. All insurance shall be issued by insurers authorized by California law to issue policies of insurance with a current A.M. Best rating of at least A/VII.
- 4.7. Deductibles; Premiums. The Consultant is solely responsible for the full and timely payment of premiums for policies of insurance the Consultant is required to obtain and maintain under this Agreement. In the event of a loss under a policy of insurance obtained and maintained by the Consultant hereunder, the Consultant shall be solely responsible for payment of the deductible, if any, associated with such loss.
- 4.8. District Rights. If the Consultant fails or refuses to obtain and maintain any policy of insurance required hereunder, the District may, but is not obligated to, obtain such policy of insurance on behalf of the Consultant. If the District obtains a policy of insurance on behalf of the Consultant pursuant to the foregoing, the Consultant shall be responsible for payment of all premiums associated with such policy of insurance and an administrative fee equal to twenty-five percent (25%) of the premium costs

- 4.9. District Insurance. During the Term of this Agreement, the District will maintain insurance against the perils, losses and claims described herein, provided that the District may, in its discretion, elect to self-insure, obtain commercially available insurance policy(ies) or obtain insurance coverages through one or more Joint Powers Authorities.
- 4.9.1. General Liability Insurance. The District will obtain General Liability Insurance covering the risks of death or bodily injury to persons and damage to property.
- 4.9.2. Property Casualty Insurance. The District will obtain Property Casualty Insurance which will include coverage for the risks of loss, damage or destruction to the District's buildings and/or campuses. The foregoing notwithstanding, the District's Property Casualty Insurance will not provide coverage for the risk of loss, damage or destruction of items of personal property leased, rented or owned by the Consultant. The Consultant is solely responsible, without additional payment or compensation from the District, for the costs to replace or repair any personal property owned, rented or leased by the Consultant.
- 4.10. Consultant Indemnification. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the District and, as applicable, its employees, officers, directors, Board of Trustees, individual members of the Board of Trustees, agents and representatives ("the Indemnified Parties") from any and all claims, demands, actions, losses, responsibilities or liabilities of any kind, type or nature for: (i) injury or death of the Consultant's employees; (ii) injury or death of persons or damage to property, or (iii) other costs or charges, directly or indirectly arising out of or attributable, in whole or in part, to the negligent, grossly negligent or willful conduct of the Consultant and/or its employees, agents and representatives. The foregoing shall include, without limitation, attorneys' fees and costs incurred by the Indemnified Parties and shall survive the Consultant's completion of obligations under this Agreement or the earlier termination hereof until barred by the applicable Statute of Limitations.

5. Termination

- 5.1. Termination for Default. Either the District or the Consultant may terminate this Agreement upon seven (7) days written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder including, without limitation: (i) the breach of any material obligation hereunder; (ii) an assignment by Consultant for the benefit of creditors; (iii) one Party files or has filed against the other party a proceeding for protection under state insolvency laws or the United States Bankruptcy Code; or (iv) either Party conducts operations under this Agreement in violation of the Laws. Upon the Initiating Party's issuance of the written notice pursuant to the foregoing, the defaulting Party shall have seven (7) days to undertake and complete a cure of the matters set forth in the District's written notice, provided that if the nature of the matters set forth in the District's notice reasonably requires more than seven (7) days to complete the cure, this Agreement shall not be terminated so long as the Defaulting Party diligently prosecutes the cure to completion. If the Defaulting Party fails to take cure actions set forth above or to diligently and completely prosecute cure actions, this Agreement shall be deemed terminated, without further action of the District or the Consultant, as of the eighth (8th) day after the date of the Initiating Party's written notice. If the District exercises the right of termination hereunder, the Contract Payments due from the District to the Consultant as of the effective date of termination, if any, shall be based upon Consultant Services provided prior to the effective date of the termination of this Agreement, reduced by the District's losses, damages, or other costs resulting from the cause(s) for termination of this Agreement.

- 5.2. District Termination of Agreement for District Convenience. The District may, at any time during the Term or an Extended Term, by written notice to the Consultant, elect to terminate this Agreement, in whole or in part, for the District's convenience. The termination of this Agreement for the District's convenience shall be effective as set forth in the District's notice of termination for the District's convenience. In such case, the Consultant shall be entitled to payment for Consultant Services actually performed as of the effective date of such termination for convenience of the District. If this Agreement is terminated in part pursuant to the foregoing, the Consultant shall continue to fully and timely perform all other obligations not subject to such partial termination.
- 5.3. Consultant's Obligations Upon Termination of Agreement. Upon the expiration of the Term or the earlier termination of this Agreement for default or the District's convenience, the Consultant shall assemble and deliver to the District all work product, instruments of service and other items of a tangible nature (whether in the form of documents, drawings, maintenance manuals, equipment specifications, samples or electronic files) prepared by or on behalf of the Consultant in connection with its performance of this Agreement. The Consultant shall deliver the originals of all work product, instruments or service and other items of a tangible nature within ten (10) days of the District's request for such materials. Notwithstanding any payment due from the District to the Consultant as of the District's termination of this, the District is not obligated to disburse such payment and the Consultant is not entitled to receipt of such payment until after the Consultant has fully complied with the foregoing.
- 5.4. District's Right to Suspend Consultant Services. The District may, without cause, and without invalidating or terminating this Agreement, order the Consultant, in writing, to suspend, delay or interrupt Consultant Services whole or in part for such period of time as the District may determine. The Consultant shall resume and complete the Consultant Services suspended by the District in accordance with the District's directive, whether issued at the time of the directive suspending the Consultant Services or subsequent thereto. If the District exercises the right to suspend Consultant Services, the compensation due the Consultant for Consultant Services is not subject to adjustment.

6. Miscellaneous.

- 6.1. 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 Consultant 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 Consultant. In the event of conflicts or inconsistencies between the terms of this Agreement and any portion of the RFP Response, the terms of this Agreement shall govern and control.
- 6.2. 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 Consultant of its obligations under this Agreement.
- 6.3. Prohibition on Harassment.
- 6.3.1. District's Policy Prohibiting 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.

- 6.3.2. Consultant's Adoption of Anti-Harassment Policy. Consultant 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.
- 6.4. Consultant Independent Consultant Status. In performing its obligations under this Agreement, the Consultant is an independent Consultant to the District. Neither the Consultant nor any of Consultant's employees are entitled to rights or benefits as employees of the District.
- 6.5. Maintenance of Books and Records. The Consultant shall maintain books and accounting records of expenses and revenue in connection with its operations under this Agreement. Books and accounting records shall be contemporaneously maintained in accordance with generally accepted accounting principles applied in a consistent manner. Books and accounting records, along with underlying source data, shall be available to the District for review, inspection or reproduction upon reasonable advance request at the Consultant's principal place of business or at the District Administrative Offices. The Consultant shall maintain its books and accounting records relating to Consultant Services under this Agreement for five (5) years after expiration of the Term hereof or the earlier termination of this Agreement.
- 6.6. Time. Time is of the essence in the performance and completion of obligations hereunder. The foregoing notwithstanding, performance of the Parties under this Agreement shall be excused if force majeure events that are unforeseeable and unavoidable casualties or other unforeseen causes beyond the control, and without fault or neglect, of the District or the Consultant. 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 Consultant 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 Consultant and other Consultant resources necessary to complete Consultant Services shall not be deemed force majeure events.
- 6.7. 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.



- 6.8. 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.
- 6.9. 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:

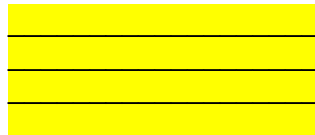
If to the District:

Dr. Abdul Nasser
 Vice President of Administrative Services
 Compton College
 1111 East Artesia Blvd.
 Compton, California 90221
anasser@compton.edu

and

Linda Owens
 Chief Facilities Officer
 Compton College
 1111 East Artesia Blvd.
 Compton, California 90221
lowens@compton.edu

If to the Consultant:



6.10. Disputes

- 6.10.1. Mandatory Mediation. All claims, demands, disputes and other matters in controversy between the District and the Consultant arising out of or relating to the Consultant Services under 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 Consultant initiating binding arbitration procedures.
- 6.10.2. Government Code Claim Requirements. Pursuant to Government Code §930.6, Claims asserted by the Consultant 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 Consultant’s initiation of binding arbitration proceedings relating to Claims is the Consultant’s compliance with the

Government Code Claims 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.

- 6.10.3. 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.
- 6.10.4. 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.
- 6.10.5. 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.
- 6.10.6. Arbitration Award. The award rendered by the Arbitrator(s) (“Arbitration Award”) shall be final and binding upon the District and the Consultant only if the Arbitration Award is: (i) supported by substantial evidence; (ii) based on applicable legal standards in effect at 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 Consultant 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.
- 6.10.7. 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.
- 6.10.8. 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 Consultant 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.

- 6.11. 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 Consultant 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 the Contract Documents; the Consultant expressly waives and relinquishes any recovery of special or consequential damages from the District.
- 6.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 6.13. 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.
- 6.14. Entire Agreement. This Agreement, the RFP, the RFP Response and the Exhibits identified below, constitute the entire agreement and understanding between the Parties concerning the subject matter hereof. The foregoing notwithstanding, if there is any conflict or inconsistency between the terms of this Agreement and any portion of the RFP Response, the terms of this Agreement shall govern and prevail. This Agreement supersedes and replaces all prior verbal and written negotiations, understandings and/or agreements of the Parties relating to the subject matter hereof. This Agreement may be amended only by written instrument duly executed by or on behalf of the Parties. Exhibits attached to this Agreement and incorporated into this Agreement are:

[CONTINUED ON NEXT PAGE]



- Exhibit A Consultant Services Schedule and Contract Price
- Exhibit B Consultant Services Scope of Work
- Exhibit C Personnel Rate Schedule
- Exhibit D Certificate of Workers Compensation Insurance

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

“DISTRICT”

Compton Community College District

“CONSULTANT”

By: _____

By: _____

Title: _____

Title: _____



**EXHIBIT A TO CONSULTANT SERVICES AGREEMENT
SCHEDULE AND SERVICES CONTRACT PRICE**

1. Services Scope of Work.

- The Services Scope of Work is described in Attachment 1 to this Exhibit A.

2. Services Completion Schedule.

- Attachment 1 to this Exhibit A (Services Scope of Work) incorporates a schedule for completing the Services. The Consultant shall complete the Services in accordance with the schedule incorporated into Attachment 1.
- If Attachment 1 to this Exhibit A (Services Scope of Work) does not incorporate a schedule for completing Services or the Scope of Services is described above in Paragraph 1, the schedule for completing Services shall be:

3. Services Contract Price.

- If Attachment 1 to this Exhibit A (Services Scope of Work) incorporates the Consultant Services Contract Price, payment of the Consultant Services Contract Price set forth in Attachment 1 will be in accordance with the terms of the Agreement.
- If Attachment 1 to this Exhibit A (Services Scope of Work) does not incorporate the Consultant Services Contract Price or the Services Scope of Work is described in Paragraph 1 above, the Consultant Services Contract Price is set forth below.
 - The Consultant Services Contract Price is the Not to Exceed amount of: _____ Dollars
(\$ _____)
Billings for the Consultant Services Contract Price shall be based on the time of the Consultant's personnel to complete Services at the Personnel Hourly Rates set forth in Attachment 2 (Personnel Rates) to this Exhibit A, subject to the Not to Exceed amount indicated above.
 - The Consultant Services Contract Price is a fixed price, lump sum amount of: _____ Dollars
(\$ _____)
Billings for the Consultant Services Contract Price shall be based on the portion of the Services completed and acceptable to the District.
 - The Consultant Services Contract Price is based on the of the Consultant's personnel to complete Services at the Personnel Hourly Rates set forth in Attachment 2 (Personnel Rates) to this Exhibit A.

4. Reimbursable Expenses. The Consultant Services Contract Price set forth in Paragraph 3 is inclusive of all costs, fees, expenses or other charges incurred by the Consultant to complete the Consultant Services. No payment will be made for any such costs, fees, expenses or other charges unless approved in advance by the District as a Reimbursable Expense pursuant to the terms of the Agreement.

[END OF SECTION]

EXHIBIT B TO CONSULTANT SERVICES AGREEMENT (SCOPE OF WORK)

Task 1; Project Initiation. The District will provide the Consultant with background information and copies of Project applications, site plans, technical reports, and any other documents, studies or similar materials relating to the Project (collectively, "Project Background Materials"). The Consultant will meet with District staff to discuss the Project, Project description, specific Project issues affecting CEQA compliance and any additional Project Background Materials necessary for the Consultant to complete the Consultant Services.

Task 2; Initial Study. The Consultant will prepare an Initial Study to evaluate potential environmental impacts associated with the proposed Project based on the environmental checklist included in CEQA Guidelines. The Consultant will review submitted project proponent associated studies/surveys/technical reports and will determine which resource areas require additional studies, surveys and/or technical analysis. Assessment will include (but not limited too) description in detail of the following topics in accordance with current CEQA guidelines and requirements:

Aesthetic	Mineral Resources
Agriculture / Forestry Resources	Noise
Air Quality	Population/Housing
Biological Resources	Public Services
Cultural Resources	Recreation
Energy	Transportation/Traffic
Geology/Soils	Tribal Cultural Resources
Greenhouse Gas Emissions	Utilities/Service Systems
Hazards & Hazardous Materials	Wildfire
Hydrology/Water Quality	Findings of Significance
Land Use/Planning	

Task 3; Preparation of Negative Declaration, Mitigated Declaration or Environmental Impact Report. After completing the Initial Study, the Consultant will assist the District as follows to complete either Task 3A or Task 3B, as appropriate.

Task 3A. Completion of a Negative Declaration ("ND") or Mitigated Negative Declaration ("MND"). The Consultant will prepare a ND or appropriate a MND describing mitigation measures to reduce impacts to below a level of significant. The ND or MND shall meet all of the requirements set forth in CEQA (Public Resources Code §21000 et seq.) and the CEQA Guidelines (California Code Regulations, Section §§15000 et seq.).

Task 3B; Environmental Impact Report ("EIR"). If the Initial Study finds that the proposed Project results in significant impacts, an EIR may be required. The EIR shall meet all of the requirements set forth in CEQA (Public Resources Code §21000 et seq.) and the CEQA Guidelines (California Code Regulations, Section §§15000 et seq.).

Consultant Services to Complete Task 3. It is anticipated that Task 3A or 3B will require District staff reviews of draft documents prior to finalization. The scope of Task 3 includes preparation of and revisions to internal administrative drafts of the ND, NMD or EIR and supporting materials. The Consultant will be required to participate in written communications, verbal communications and/or remote and/or in-person meetings with District staff relating to completion of Task 3.

Task 4; Circulation of Draft ND/MND or EIR. Upon receipt of the District's comments and finalization

of the Initial Study, the Consultant will address the District's revisions and comments and will prepare a Draft ND/MND or EIR for public release. Consultant will be responsible for distribution of copies of the Draft ND/MND or EIR and appropriate notices to the State Clearinghouse and other responsible public agencies per the CEQA Guidelines (specifically Articles 5, 6 and 7). The Consultant will assist the District with preparation and filing of all required notices for the environmental determination, and will provide the District with a list of all mailings for the administrative record. The District shall be responsible for any filing fees. The Consultant will be responsible for any required consultations required under the CEQA guidelines. Deliverable: Distribute hard copies of the IS/ND/MND or EIR as required in the CEQA Guidelines (specifically Articles 6 and 7). Prepare Notice of Intent or Notice of Preparation as required and file with County of Los Angeles. Complete required consultations.

Task 5; Response to Comments and Final Environmental Determination. The Consultant will respond to public comments received and will prepare a Response to Public Comments document for the Final CEQA document. Consultant will provide responses to public comments in the form of a memorandum to the District for review and approval. Deliverable: One (1) memorandum/letter will be emailed containing proposed responses to public comments

Task 6; Mitigation Monitoring and Reporting Program (MMRP), If Required. If required, the Consultant will prepare a draft MMRP for District review and approval. Based on District review comments, the Consultant shall prepare the final MMRP for inclusion in the Final CEQA document, pursuant to Public Resources Code §1081..6. Deliverable: one (1) electronic copy of the MMRP.

Task 7; Public Hearings. The Consultant will attend, as necessary, District Board of Trustees meetings to answer any Project questions that may arise related to the CEQA analysis. Deliverable/meetings: Consultant to attend Planning Commission and/or District Council meetings. Assume four (4) public meetings.

Task 8; Notice of Determination. Consultant will distribute copies of the appropriate document(s) and appropriate notifications to the State Clearinghouse and other responsible public agencies per the CEQA Guidelines (specifically Articles 6 and 7) after an environmental determination has been adopted by the District Board of Trustees. Deliverable: Consultant to prepare and distribute Notice of Determination.

[END OF SECTION]



**ATTACHMENT 2 (PERSONNEL RATES) TO
EXHIBIT C TO CONSULTANT SERVICES AGREEMENT**

Consultant Key Personnel		
Position/Title	Name	Hourly Rate
Project/Contract Executive		
Project/Contract Manager		
Other Personnel		
Position/Title	Name	Hourly Rate

Hourly rates are not subject to adjustment during the Term of the Agreement. Personnel identified above shall not be replaced except in accordance with the terms of the Agreement.

Sub-Consultant Key Personnel		
Sub-Consultant Name: _____		
Position/Title	Name	Hourly Rate
Project/Contract Executive		
Project/Contract Manager		
Other Personnel		
Position/Title	Name	Hourly Rate



RFP NO. RFP-CCC-070
CEQA CONSULTING SERVICES STUDENT HOUSING
ATTACHMENT 2
QUALIFICATIONS STATEMENT

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 RFQ Response non-responsive and rejected.

1. Respondent Information

1.1. Respondent Name. _____

1.2. Form of Entity. Check appropriate box.

Corporation

(State of Incorporation & Corporate Registration No.)

Partnership

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

Limited Liability Company

Limited Liability Partnership

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

Sole Proprietorship: (Identify all equity owners)

1.3. Contact Person.

Table with 2 columns and 4 rows: Name, Street Address/City/State, Phone/Fax, Email Address

1.4. Years In Business. The Respondent has provided engineering or design professional services under Respondent's current trade/business name. _____

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

- Yes
No

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



2. Prior Experience. Provide a summary of CEQA Consulting Services provided by the Respondent to a California community college district, a California K-12 public school district California State University or University of California within the past three (3) years. Attach additional summaries as necessary and identify each additional summary by sequential "Assignment No." numbering.

ASSIGNMENT NO. 1	
Client name	
Project description	
General description of CEQA Consulting Services completed	
Dates of CEQA Consulting Services (beginning and end dates)	
Approximate dollar value of CEQA Consulting Services	
Client Contact Person	Name: _____ Position/Title _____ Address _____ Phone/Fax _____ Email _____

ASSIGNMENT NO. 2	
Client name	
Project description	
General description of CEQA Consulting Services completed	
Dates of CEQA Consulting Services (beginning and end dates)	
Approximate dollar value of CEQA Consulting Services	
Client Contact Person	Name: _____ Position/Title _____ Address _____ Phone/Fax _____ Email _____

- 3. Essential Minimum Qualifications.** Any response of a Respondent indicating “not qualified” to the following minimum qualifications criteria will result in rejection of the Respondent’s RFQ 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 One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- Yes
 - No (not qualified)
- 3.2. Respondent has a current professional liability policy of insurance with coverage limits of at least One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.
- Yes
 - No (not qualified)
- 3.3. Respondent has obtained 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?
- 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, one or more contract(s) to provide work, labor, materials or services to which the Respondent was a party to have been terminated for default of the Respondent.
- Yes (not qualified)
 - No

3.9. Within the past ten (10) years, has the Respondent or any predecessor in interest to the Respondent agreed with any public agency, whether by written instrument or verbally, that the Respondent will not submit bids, proposals or other responses to any request of the public agency for bids or proposals relating to public works, equipment service/maintenance contracts or other similar services?

- Yes (not qualified)
 No

4. Claims and Disputes.

4.1. Respondent Claims and Disputes. The Respondent is presently engaged in a claim, dispute or other disagreement relating to or arising out of a construction contract or equipment Consultant Services contract 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. Judgments and Arbitration Awards. Within the past ten (10) years, the Respondent is a party to a judgment entered in a civil proceeding or an arbitration award issued by an arbitrator in a binding arbitration proceeding.

- Yes
 No

If "Yes" on a separate attachment, provide details of each such judgment or arbitration award including: (i) parties; (ii) summary of dispute; (iii) summary of judgment or arbitration award.

4.3. General Liability/Automobile Liability Insurance. Within the past ten (10) have claims been made under the Respondent's general liability insurance policy (whether for personal injury, death, property damage or automobile liability)?

- Yes
 No

If "Yes" on a separate attachment, provide details of each such judgment or arbitration award including: (i) parties; (ii) summary of dispute; (iii) summary of judgment or arbitration award.

4.4. Professional Liability Insurance. Within the past ten (10) have claims been made under the Respondent's professional liability insurance policy (whether for personal injury, death, property damage or automobile liability)?

- Yes
 No

If "Yes" on a separate attachment, provide details of each such judgment or arbitration award including: (i) parties; (ii) summary of dispute; (iii) summary of judgment or arbitration award.

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 RFQ process.

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

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

(Signature)

(Name and Title)



RFP NO. CCC-070
CEQA CONSULTING SERVICES STUDENT HOUSING
ATTACHMENT 3
PROPOSAL

Respondent: _____

The Respondent proposes to complete Consultant Services described in the RFP and in the Consultant Agreement as follows:

- 1. Consulting Services Price Proposal.** The Respondent proposes to perform the Consultant Services and other obligations of the Consultant under the Consultant Agreement on the basis of:
 - Fixed price, lump sum amount of: _____ Dollars (\$_____)
 - Personnel time at the personnel rates set forth in Paragraph 3 below subject to the not to exceed amount of: _____ Dollars (\$_____).

The Respondent confirms that the foregoing Price Proposal includes all costs or expenses to complete the Consultant Services.

- 2. Allocation of Price Proposal.** The Price Proposal set forth above is allocated to completion of the Tasks described in the RFP as follows:

	Portion of Fixed Price Proposal	Portion of Not to Exceed Price
Task 1 Project Initiation		
Task 2 Initial Study		
Task 3A Negative Declaration / Mitigated Negative Declaration		
Task 3B Environmental Impact Report		
Task 4 Circulation of NF/MND/EIR		
Task 5 Response to Comments		
Task 6 Mitigation Monitoring and Reporting Program		
Task 7 Public Hearings		
Task 8 Notice of Determination		



3. **Consultant Personnel Rates.** The Respondent proposes the following hourly rates for the Respondent’s personnel completing Consultant Services:

Name	Title/Position	Proposed Hourly Rate

4. **Sub-Consultant Personnel Rates.** The Respondent proposes the following hourly rates for the Respondent’s personnel completing Sub-Consultant Services:

Sub-Consultant Name: _____		
Name	Title/Position	Proposed Hourly Rate

5. **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 _____