

Long Beach Community College District

**RFQ 20-D1001
CONSTRUCTION MANAGEMENT SERVICES**

KEY DATES:

4:00 PM – January 16, 2020 – All Questions Due

4:00 PM – January 30, 2020 – Proposals Due

The Long Beach Community College District is inviting statements of qualifications from qualified firms, partnerships, corporations, associations, or professional organizations to provide comprehensive professional construction management services to the District for its small capital construction projects.

The District is engaged in ongoing new construction and small capital modernization projects, maintenance projects, and refurbishment of existing capital equipment projects collectively averaging \$4 million annually. These important projects are different from the larger capital Bond Program managed through a different contract. The District is seeking a firm to provide long-term construction management for small capital related work.

The Construction Management Team chosen from this RFQ process will provide the following: administrative management and related services necessary to administer projects and to coordinate the work of Contractors and Subcontractors during the Construction Phase of projects, including but not limited to: (a) schedule, coordinate & conduct weekly construction meetings; (b) record, maintain, and distribute minutes of the construction meetings; (c) in consultation with the District, the Architect, and Contractor, review and/or implement procedures for the handling and disposition of the Contractor's requests for information or clarifications; (d) in consultation with the Architect and Contractor, review procedures for the receipt and processing of Submittals with recommendations for improvement, if necessary; (e) monitor construction costs, evaluate change orders, and develop project financial reports; (f) participate in the review of progress payments to Contractors and, in consultation with the District, the Architect and the DSA Inspector of Record (IOR), make recommendations for the disbursement of progress payments to Contractors; (g) in conjunction with District, Inspector, and the Architect, determine that Substantial Completion and Final Completion have been achieved for projects; (h) Upon the Contractor achieving Substantial Completion, participate with the District and the Architect to inspect the work completed by the Contractor to note punch list items to be completed by the Contractor as a condition to achieving Final Completion of the project, Furniture, Fixture and Equipment (FF&E) Selection Coordination, facilitate the coordination of FF&E selection, procurement, and installation with District, Architect, FF&E, and User Groups.

Proposals shall be delivered and addressed to the Long Beach Community College District, Purchasing Department, Building T – Suite 2031, Attn: Alan Moloney, Deputy Director of Contracts and Purchasing, 4901 E. Carson Street, Mail Code G-4, Long Beach, CA 90808 and shall be labeled: “**RFQ Number 20-D1001 CONSTRUCTION MANAGEMENT SERVICES**”. All proposals received must be date/time stamped. Please send one (1) printed original and one (1) electronic USB drive containing the requested materials. It is the responsibility of the Proposer to submit the response by the proper time. No oral, email, electronic, facsimile, or telephonic proposals or modifications will be considered. Proposals received after 4:00 PM on January 30, 2020 will not be considered and will be returned unopened.

All responses must be received January 30, 2020 before 4:00 PM

The District reserves the right to invite the Proposers it deems qualified to present to the RFQ Evaluation Team at a later date. **Any proposers chosen for an interview will be notified via email.** Submittal of a response does not guaranteed an interview, nor is the District required to interview any firms.

The District may waive any discrepancies or irregularities in the proposals or process at its sole discretion.

All questions and inquiries regarding this RFQ must be directed to Alan Moloney at amoloney@lbcc.edu with a copy to ssunleng@lbcc.edu. No other District or contract employee should be contacted. Failure to follow this requirement may result in the disqualification of the proposing firm.

Sincerely,

LONG BEACH COMMUNITY COLLEGE DISTRICT

Alan Moloney
Deputy Director, Contracts and Purchasing

Date

BACKGROUND

Long Beach City College, founded in 1927, is a multi-campus college and is one of the 115 community colleges in California. The college serves over 20,000 students, annually, and offers two-year associate degree courses in the business, health services, trade and technical, and liberal arts fields; certificates in occupational trades; courses that offer job skill advancement; and courses for transfer to four-year colleges and universities.

Long Beach City College is dedicated to providing high-quality educational programs and related student services. With emphasis on transfer, economic development, vocational training and personal enrichment, Long Beach City College is a community college responsive to individuals and the diverse needs of the community. Long Beach City College prides itself on being a large, thriving institution that offers personal attention and care.

Over the last eleven years the college has completed a multi-million dollar upgrade of its Pacific Coast Campus and Liberal Arts Campus. On-going State of California and grant related funds bring the need for managing new small capital (small cap) projects annually. Over 100 new small cap projects are estimated to be assigned to the successful firm over the next 18 – 24 months.

STATEMENT OF QUALIFICATIONS

The Long Beach Community College District requests statements of qualifications from firms which have professional construction management experience, general construction knowledge, scheduling, and budgeting experience, and have worked with maintenance and operations of a community college district. Projects assigned to the successful firm will include, but are not limited to renovations, retrofits, painting, roof projects, FF&E installations, etc.

The selection process includes a screening, review, and evaluation of qualifications submitted by the respondents. District staff and possibly consultants will perform this. The final contract for the firm which best meets the needs of the District is anticipated to be approved by the Long Beach Community College District Board of Trustees at the February 26, 2020 Meeting. The selected firm will begin work immediately after the contracts fully executed.

Firms must have extensive experience with the California Community College Construction, Division of State Architect (DSA) projects, the Uniform Building Code (UBC), and Title 24 of the California Code of Regulations.

Proposed Scope of Work

The selected consultant will be required to provide construction management services for the Long Beach Community College District including but not limited to the following:

1. Work with implementation planning team to finalize the work that has been identified to be completed to mitigate impacts to the educational activities of the District.
2. Assist District in selecting the appropriate design and engineering firms, if necessary, for specific projects.
3. During the design phase of projects, provide technical design review and coordination of stakeholder comments, regulatory agency interface, cost estimating, construction document preparation, meet with project stakeholders from the District, or identified by the District, and architects.
4. Assist District staff during pre-bid phase with permit and licensing requirements, preparation of the construction bid documents, and contractor/subcontractors pre-qualification.
5. Coordinate the bid process and timeline in conjunction with District staff. Assist by attending meetings, job walks, negotiations, etc., leading to contract award. Prepare responses to Pre-Bid Inquiries.
6. Work with contractors and staff for job start-up, construction schedules, overall construction quality, supervision of contractors, coordination with all parties for site management, have site presence, work with district and contractors on change orders, progress payments, as-built information, punch lists.
7. Prepare punch list, coordinate owner-training, assist with recommendation for substantial and final completion, and assist with outstanding payment issues, final cost documentation, and finalization of as-built drawings.
8. The selected construction management firm shall include the regular and routine reporting of the projects costs and progress to district staff. The reporting to be completed shall be a bi-monthly project update report of all projects the firm is assigned, and shall be organized by campus, project phase, and activities that are currently on-going and upcoming major milestones.
9. As noted above, the firm selected will manage the small capital projects. The firm that is managing the large Capital Improvement Bond Projects is responsible for the project controls of Measures E and LB. The individuals that manage Measures E and LB are known as the “Bond Management Team”. Project controls consists of scheduling, estimating, document control and accounting for the Measure E and LB projects. The firm selected for the small capital improvement projects will interact consistently with the Bond Management Team and work together to ensure that the

District is expending resources efficiently and work is being scheduled to not impact related projects.

Instructions for Submitting Request for Qualifications Number 20-D1001

A. General

1. **Cover Letter** - A maximum one-page, dated **Introductory Letter** must be submitted including the legal name of the respondent, address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the proposal on behalf of the firm.
2. **Table of Contents** - A **Table of Contents** should follow the Cover Letter.
3. **Executive Summary** – **The Executive Summary** should contain an outline of your general construction management experience and business approach along with a brief summary of your qualifications to engage in a professional relationship with the Long Beach Community College District.
4. **Narrative** - Provide a **Comprehensive Narrative** of the construction management services offered by your firm. The narrative must include discussion of the following:
 - a. **Experience** – Description of completed “Successful” construction management projects for community colleges in the Southern California Area including identifying the areas of management responsibility your firm provided.
 - i. Discuss consultant’s experience managing the construction of Community College facilities under the state construction administered by the Chancellor’s office over the last 5 years.
 - ii. The consultant must list any unresolved litigation for past projects. Did any litigation that occurred in the last five years preclude you from performing public works related jobs in the future? If yes, how long was the limitation in place?
 - iii. Discuss experience of the staff assigned to complete project work at the college and their years of experience working with Community Colleges.
 - iv. The staff assigned must demonstrate that their people and management skills are excellent. Describe the customer service training your staff will receive so they are equipped to support the District.
 - v. The firm shall be able to demonstrate their graphics abilities with regard to communicating the plan to the public and end users in a

manner that elicits support from those groups. Please list the experience your team has in effectively communicating with clients and eliciting constructive feedback.

- vi. The firm must demonstrate its flexibility in adapting to the changing needs and priorities of the college community.
- vii. Describe your experience with public and private educational projects. Describe specific experience with Community Colleges. Include the scope of projects, description, and construction costs.
- viii. Describe your construction management communication processes and tools including an explanation of the systems and programs that will be used to present data and reports.
- ix. Please include three references (name, firm name, phone number, email address) who can speak to the experience of your firm or team members and why your firm would be successful if awarded a contract for these services.

b. Personnel - Include resumes/vitas of personnel who would likely be assigned to the construction management team associated with the Long Beach Community College District. **Specifically define the role of each person and outline his or her individual experience.** Indicate who would serve as the primary contact for the District. If the Firm would utilize resources from more than one office, indicate office locations and how work would be coordinated. The following are the desired minimum experience levels with the team being proposed: one (1) Senior Facilities Consultant with minimum of 5 years of experience in managing Construction & Facilities related projects and renovations; and two (2) Facilities Consultants with minimum of 3 years of Construction and Facilities related experience each.

c. Financial Responsibility - The Firm shall demonstrate to the college's satisfaction that it has and/or are able to obtain and maintain adequate Errors and Omissions, and Liability insurance coverage as outline in the sample professional services agreement.

The size of the firm must be such that it is able to handle work without disruption, regardless of the funds that become available through other sources. The Firm, upon written request, shall demonstrate that it is solvent and able to conduct its business in a professional manner throughout the duration of the contract term.

d. Professional Fees - Provide a fee schedule for the types of service that the Firm offers, including: List of job titles, pay ranges or hourly rates per title, any mark-up on passed through expenses and identify categories of

passed through expense, and all other expenses billed as part of this contract. Please also include a brief statement regarding how the Firm will work to minimize the cost of managing these projects while still insuring successful, safe, timely, deliverables and project completions. **Be thorough and specific, as this will form the basis of any contract for services that may be presented by the District.**

- e. **Approach** – Outline Firm’s experience with pre-construction phase (design review, constructability review, prequalification, bid preparation, scheduling, estimating, value engineering, etc.), construction phase, and project closeout.
- f. **Additional Data** - Provide additional information about the firm as it may relate to this RFQ. Please attach Firm’s W-9 and copies of any applicable licenses. Include letters of reference or testimonials. Indicate ongoing commitment to professional education of staff, and total number of permanent employees.
- g. **Certifications** - Complete, sign, and date the **CERTIFICATION - REQUEST FOR QUALIFICATIONS 20-D1001**, enclosed with this RFQ.
- h. **Sample Contract, Requested Edits, and Required Insurance Coverage Attachment B** includes a sample contract, which will be issued to the successful firm. Please identify and exceptions you will be requesting to this contract.

RFQ responses should be complete and be prepared to provide an insightful, straightforward, and concise overview of the capabilities of the Firm. **The emphasis of the Firm’s qualifications statement should be on completeness and clarity of content.**

All questions regarding this RFQ must be submitted via email to Alan Moloney, amoloney@lbcc.edu with a copy to Sota Sunleng, ssunleng@lbcc.edu by January 16, 2020. All answers will be handled through an addendum solely published to the District’s website at <https://www.lbcc.edu/contracts-and-purchasing>.

Any statement of qualifications received after the deadline of 4:00 PM on January 30, 2020 will not be considered or reviewed.

Responses to the RFQ may be rejected if not prepared in the format described, or if submitted without all required information and signatures. The District reserves the right to reject any or all Requests for Qualifications responses. Additional facts and information may be included if it will help to highlight your firm’s qualifications and experience.

All materials submitted in response to this Request for Qualifications shall become the property of the Long Beach Community College District and shall be considered a part of Public Record.

The selection process will include a screening of the written response to insure the applicant meets the minimum qualifications. The process may at the District's discretion also include an interview by a panel of college managerial staff, and an interview by the college executive team.

The District at its sole discretion may award one or more contract resulting from this RFQ process through January 31, 2025.

CERTIFICATION
REQUEST FOR QUALIFICATIONS (RFQ) 20-1001

I certify that I have read the attached **Request for Qualifications (20-D1001) – Construction Management Services**, and the instructions for submitting an RFQ. I further certify that I must submit one (1) original printed copy and one (1) USB drive containing an electronic copy of the firm’s Statement of Qualifications in response to this request and that I am authorized to commit the firm to the proposal submitted.

Signature

Typed or Printed Name

Title

Company

Address

Address

Telephone

Fax

Date

If you are submitting as a corporation,
please provide your corporate seal here:

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Attachment A

Long Beach Community College District

The list below contains the estimated breadth of responsibilities to be assigned to the firm chosen through this RFQ Process:

Facilities Small CAP Projects Work Scope				
Activities	Planning	Construction	Close-Out	Admin
Reports		X		X
Payroll/Benefits			X	X
Human Resources				X
Tax Reporting				X
DSA Review	X		X	
Supervise Architects & Engineers	X	X	X	
Client Relations	X	X		X
Claims/Legal Support				X
Estimating	X	X		
Submittal Review		X		
Punchlist		X	X	
Safety Inspection		X		
1 yr Warranty		X	X	X
Project Management	X	X		
On-Call - After Hours Work		X		X
Inspection		X		
Design Review	X			
Proj Meetings/Client Meetings	X	X		
Project Documentation & Administration	X	X	X	
Costruction Management		X		
Constructability Review	X			
NTP - Kick Off		X		
Project Closeout, Documents, and As Built Mgmt			X	X
Pay App Review		X		X
Change Order Reviews		X		X
Logistics	X			
Planning	X			
FF&E	X			
Value Engineering	X			

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Attachment B
SAMPLE PROFESSIONAL SERVICES AGREEMENT

Attached.

RFQ D20-1001
Attachment B – Sample Professional Services Agreement

LBCCD Contract No.

LONG BEACH COMMUNITY COLLEGE DISTRICT
4901 EAST CARSON STREET
LONG BEACH, CALIFORNIA 90808

AGREEMENT FOR CONSULTANT SERVICES

This Agreement is made and entered into this _____ day of _____, 201____, by and between the Long Beach Community College District, hereinafter referred to as the "**DISTRICT**", and _____, hereinafter referred to as the "**CONSULTANT**".

1. Services to be Performed by Consultant.

(a) **CONSULTANT** agrees to perform those services set forth in Exhibit A attached hereto and incorporated herein by this reference.

(b) **CONSULTANT** may, at **CONSULTANT's** expense, employ such assistants as **CONSULTANT** deems necessary to perform the services required of **CONSULTANT** by this Agreement. **DISTRICT** will not train, control, direct, or supervise **CONSULTANT's** assistants or employees in the performance of those services.

(c) **CONSULTANT** is, and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between **DISTRICT** and **CONSULTANT** or any of **CONSULTANT's** agents or employees. **CONSULTANT** assumes exclusive responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. **CONSULTANT** and its agents and employees shall neither be entitled to any rights nor privileges of **DISTRICT's** employees nor shall **CONSULTANT** its agents and employees be considered in any manner **DISTRICT** employees.

(d) If **CONSULTANT** is a regular employee of a public entity, all services that **CONSULTANT** renders under this Agreement will be performed at times other than **CONSULTANT's** regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.

2. Compensation.

(a) Except as otherwise provided in this Agreement, **DISTRICT** agrees to compensate **CONSULTANT** for services rendered under this Agreement in the total amount not to exceed _____ (\$_____).

(b) **DISTRICT** will pay at cost **CONSULTANT's** reimbursable expenses under this Agreement as set forth in Exhibit B. Supporting documentation for the authorized expenses shall be attached to the invoice when submitted. Total reimbursable expenses are included in the above-stated not to exceed amounts.

(c) For each month of service, the invoice referencing **DISTRICT's** contract number shall be submitted to the **DISTRICT** and must include **CONSULTANT's** signature. Payment will be made within forty-five (45) days after receipt of an invoice. Invoices submitted with rates and/or descriptions which differ from this Agreement shall be rejected.

(d) **DISTRICT** will not withhold any federal or state income tax for payment made pursuant to this Agreement, but will provide **CONSULTANT** with a statement of earnings at the end of each calendar year. **CONSULTANT** is hereby advised that such statement of earnings shall, if required, be provided to the Internal Revenue Service and the State Franchise Tax Board.

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Rev. 10-16

3. Term of Agreement.

The term of this Agreement is from _____ 20__, through _____ 20__, unless sooner terminated pursuant to the provisions of Section 6 of this Agreement. **DISTRICT** and **CONSULTANT** may mutually agree in writing to extend the term of this Agreement provided, however, **DISTRICT** shall not be obligated to pay **CONSULTANT** any additional consideration unless **CONSULTANT** undertakes additional services, in which instance the consideration shall be increased as **DISTRICT** and **CONSULTANT** shall agree in writing.

4. Obligations of Consultant.

(a) During the term of this Agreement, **CONSULTANT** agrees to diligently prosecute the work specified in Exhibit A to completion. **CONSULTANT** may represent, perform services for, and be employed by such additional clients, persons, or companies as **CONSULTANT**, in **CONSULTANT's** sole discretion, sees fit.

(b) **CONSULTANT** will provide all materials, tools, and instrumentalities required to perform the services under this Agreement.

(c) If **CONSULTANT** is provided access to the Long Beach City College Network and Email system, the **CONSULTANT** agrees to abide by the LBCCD Board Policies and Regulations governing computers and e-mail use. These policies and regulations, including Board Policy and Administrative Regulation #6006 are available on the LBCCD website: <http://archive.lbcc.edu/Policies/policies.cfm>. **CONSULTANT** accepts sole responsibility for the content of **CONSULTANT's** e-mails and agrees to follow recommended procedures to safeguard the account. **CONSULTANT** is accountable for the suitability of content and understands that e-mails shall be used for college use only. Failure to abide by these regulations shall constitute a breach of this Agreement.

(d) **CONSULTANT** represents and warrants that **CONSULTANT** and **CONSULTANT's** subcontractor(s) is/are not listed on the Excluded Parties Listing Service.

(e) **CONSULTANT** shall comply with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.

(f) During the term of this Agreement, **CONSULTANT** shall procure, pay for and keep in full force and affect the following types of insurance:

1. Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence, \$1,000,000 Personal Injury and Advertising Injury, \$1,000,000 Products/Completed operations annual aggregate, and \$2,000,000 General annual aggregate.

2. Automobile liability insurance is required for any vehicle owned, rented, leased, or used by **CONSULTANT** or **CONSULTANT's** employees and agents in the performance of work under this contract with limits of liability of or equal to \$1,000,000 combined single limit bodily injury and property damage liability, and \$1,000,000 uninsured/underinsured motorist coverage.

3. Professional liability insurance (Errors and Omissions) of or equal to \$1,000,000 each claim, and \$3,000,000 annual aggregate with a maximum permissible deductible or self insured retention of \$5,000 per claim. Claims shall not exclude child abuse molestation.

4. Statutory workers' compensation insurance covering all employees and agents of **CONSULTANT** as required by law in the State of California and in compliance with all federal, state

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Attachment B – Sample Professional Services Agreement

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and local laws and ordinances applicable to the work to be performed under this Agreement and \$1,000,000 limit Employers Liability.

5. **CONSULTANT** shall provide Certificates of Insurance, evidencing all insurance required in Paragraph (f) 1 thru 4 is in force, and is executed by an authorized representative of the insurance company. Policies required in Paragraph (f) 1 and 2 shall be endorsed, and certificates shall clearly state that Long Beach Community College District, its Board of Trustees, officers, agents, and employees are additional insured's respecting work performed under this Agreement. All insurance policies shall be carried with responsible and solvent insurance companies licensed and authorized to do business in the State of California. All insurance policies must be endorsed to give the **DISTRICT** written notice of cancellation, termination, coverage reduction or any material change and shall provide verification that such insurance does not exclude child abuse molestation claims.

6. Waiver of Subrogation. **CONSULTANT** releases Long Beach Community College District from any claims for damage to any person or property, to fixtures, personal property, improvements, and alterations that are caused by or result from risks insured against under any insurance policies carried by Long Beach Community College District and in force at the time of any such damage. Furthermore, each insurance policy shall provide that the issuing insurance company waives all rights of recovery by way of subrogation.

7. Self-insurance, self-retained risk, or any other form of transferred risk financing must be declared in writing to and approved by **DISTRICT's** Director of Business Support Services.

8. **CONSULTANT's** obligations shall not be limited by the insurance requirements and shall survive expiration of this Agreement.

(g) **CONSULTANT** shall indemnify, defend and hold harmless the **DISTRICT**, its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind including without limitation costs and fees of litigation, nature or sort which may be incurred by reason of **CONSULTANT'S** performance under this Agreement. **CONSULTANT** shall assume full responsibility for payments of federal, state, and local taxes or contributions imposed or required under social security, workers' compensation or income tax laws, or any disability or unemployment laws, or retirement contribution of any sort whatsoever concerning **CONSULTANT** or any employee and shall further indemnify, pay for the defense of, and hold harmless **DISTRICT** of and from any such payment or liability arising out of or in any manner connected with **CONSULTANT'S** performance under this Agreement. The provisions of this Section shall survive the expiration or sooner termination of this Agreement with respect to any such matters arising in connection with any event occurring prior to such expiration or termination.

(h) Neither this Agreement nor any duties or obligations under it may be assigned by **CONSULTANT** without the prior written consent of **DISTRICT**.

(i) **CONSULTANT** agrees that it will not discriminate based on race, creed, national origin, religion, sex, marital status, age, handicap and/or medical condition.

(j) **CONSULTANT** is responsible for following all Federal and California accessibility laws set forth under Sec 508 of the Rehabilitation Act of 1973, passed in 2000 and updated in 2017 and California Government Code Section 7405. All materials and Information and Communication Technology (ICT) produced or provided by the **CONSULTANT**, as part of this contract must meet the standards set forth under these laws. These requirements include, but are not limited to, closed captioning of all videos or portions of videos; all presentations; training materials; curriculum; computers; and all other ICT as defined under the law, must be created and delivered in a manner where they meet accessible requirements. All websites developed and maintained must be accessible, built to the most current and highest Web Content Accessibility Guidelines (WCAG), and be delivered with documentation allowing the **DISTRICT** to certify it as accessible and in compliance with California Government Code Sections 7405 and 11135. **CONSULTANT** is responsible

for all claims and expenses borne by the **DISTRICT**, which arise out of the work under this contract, found to be non-compliant with Federal and California Laws. These costs include but are not limited to legal costs, court costs, and costs for remediation of work produced.

5. Obligations of District

DISTRICT agrees to comply with all reasonable requests by **CONSULTANT** and to provide access to all documents reasonably necessary for the performance of **CONSULTANT's** duties under this Agreement.

6. Termination of Agreement.

(a) Unless otherwise terminated as provided below, this Agreement shall continue in force during its term, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

(b) Should **CONSULTANT** default in the performance of this Agreement or breach any of its provisions **DISTRICT** may terminate this Agreement by giving written notification to **CONSULTANT**.

(c) If at any time during the performance of this Agreement **DISTRICT** determines, at its sole discretion, to suspend indefinitely or abandon the work under this Agreement, **DISTRICT** shall have the right to terminate the performance of **CONSULTANT'S** services hereunder by giving written notification to **CONSULTANT** of its intention to terminate.

(d) The **DISTRICT** may terminate this Agreement without cause by providing **CONSULTANT** thirty (30) day prior written notice.

(e) All parties agree that **CONSULTANT** cannot have concurrent **DISTRICT** employment and be an active Independent Contractor or Professional Services Contractor with the **DISTRICT**. If a Contractor, Consultant, or Professional Services Provider is offered and accepts in writing, employment with the **DISTRICT**, this contract will be automatically terminated on the date of acceptance of the offer of employment. All work will cease on this date and the **CONSULTANT** will be paid for all work as of this date. The **CONSULTANT** furthermore agrees to work with the **DISTRICT** upon request to assist with the transfer of the work in progress to a replacement consultant or contractor at no additional charge.

(f) In the event **DISTRICT** terminates this Agreement under paragraphs (b - e) of this Section, **CONSULTANT** shall only be paid for those services rendered to the date of termination.

7. Binding Arbitration; Consent to Jurisdiction and Service of Process.

(a) Any dispute, claim or controversy arising out of or related to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in the County of Los Angeles, before one arbitrator. The parties irrevocably agree to be bound by any judgment, decision, or award rendered in connection with this Agreement. Each party shall be responsible for its costs and attorney's fees. At the option of the first to commence arbitration, the arbitration shall be administered either by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, or by the American Arbitration Association pursuant to its Rules of Commercial Arbitration. Judgment on the Award may be entered in any court having jurisdiction. The parties may seek provisional remedies in aid of arbitration from a court having jurisdiction. Each party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other party at its address provided herein, such service being hereby acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect

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Attachment B – Sample Professional Services Agreement

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the right to serve process in any other manner permitted by law.

8. General Provisions.

(a) Any notices to be given hereunder by either party to the other may be effectuated either by personal delivery in writing or by mail, certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be addressed to the parties at the addresses set forth in this Agreement for **DISTRICT** and **CONSULTANT**. The foregoing addresses may be changed by written notice to the other party as provided herein.

To the CONSULTANT:

Name:			
Company:			
Address:			
Telephone:		Email:	

To the DISTRICT:

Name:	Alan Moloney, Deputy Director Purchasing & Contracts		
	Contracts Management Dept. Mail Code G-4		
	Long Beach Community College District		
Address:	4901 E. Carson Street		
	Long Beach CA 90808		
Telephone:	(562) 938-4541	Email:	AMoloney@lbcc.edu

With a copy to Requesting Department:

Name:			
Department:			
	Long Beach Community College District		
Address:			
	Long Beach CA		
Telephone:		Email:	

(b) This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by **CONSULTANT** and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties.

(c) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is brought arising out of this Agreement, including but not limited to any claim for breach, interpretation, cancellation or specific performance of the same, or any tort claims relating thereto, said action shall be brought in the appropriate court of Los Angeles County, California.

DRAFT

EXHIBIT A
SCOPE OF WORK

CONSULTANT agrees to perform _____ services for the
_____ project at the _____ Campus as described in
CONSULTANT'S Proposal dated _____ and as follows:

DRAFT

EXHIBIT B
REIMBURSABLE EXPENSES

DISTRICT shall reimburse **CONSULTANT** at cost, a reasonable sum for the out-of-pocket expenses listed in this Exhibit that are incurred and paid for by **CONSULTANT** in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are generated in connection with the operations of projects assigned, and only to the extent authorized by Section 2 (b) of this Agreement:

1. Printing and reproduction expenses for documents beyond that included in this Agreement;
2. Express shipping, overnight mail, messenger, courier, or delivery services (but not including company or corporate required communications or reports, such as, but not limited to, timesheets, expense reports, inter-office memoranda, invoices, etc.);
3. Mileage beyond a 50 mile radius of **CONSULTANT's** office in conjunction with the performance of this Agreement (excluding travel from residence to Project or **CONSULTANT's** home or branch offices to Project) at the rate established by Internal Revenue Services and related parking and/or tolls;
4. Out-of-town travel as approved in advance in writing by **DISTRICT**;
5. Regulatory agency and permit-filing fees that are specific to the project;
6. Special Consultants.