



**CERRITOS COLLEGE**  
**BOARD BOOK**

**AUGUST 15, 2018**



**CERRITOS COMMUNITY COLLEGE DISTRICT**  
**AGENDA FOR THE REGULAR MEETING OF THE**  
**BOARD OF TRUSTEES**

CHERYL A. EPPLE BOARD ROOM  
11110 ALONDRA BOULEVARD, NORWALK CA 90650

**Wednesday, August 15, 2018 at 7:00 p.m.**

**CALL TO ORDER:**

Zurich Lewis, Board President

**Zurich Lewis, Board President**  
Trustee Area 7

**James Cody Birkey, Member**  
Trustee Area 3

**Dr. Shin Liu, Board Vice President**  
Trustee Area 5

**Marisa Perez, Member**  
Trustee Area 4

**Martha Camacho-Rodriguez, Board Clerk**  
Trustee Area 1

**Dr. Sandra Salazar, Member**  
Trustee Area 6

**Carmen Avalos, Member**  
Trustee Area 2

**Phil Herrera**  
Student Trustee

**Dr. Jose Fierro**  
President/Superintendent

**Cerritos College Mission**

Cerritos College values its diverse student population and is committed to providing these students with high quality, comprehensive instructional programs and support services that improve student success and offer clear pathways to achieve personal, educational, and career goals. In doing so, the college develops in students the knowledge, skills, and values that prepare them to be productive participants in the global community.

**REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY**

Foreign language translation, sign language interpretation, materials in alternative formats and other accommodations are available to the public upon request. All requests for reasonable accommodations to participate in a Board meeting must be made at least three working days (72 hours) in advance of the scheduled meeting date. For assistance, please contact:

President's Office - 11110 Alondra Boulevard - Norwalk, California 90650  
(562) 860-2451, Extension 2204 - (562) 860-1104 – FAX

**Copies of the agenda materials are available in the President's Office and are available online at**  
[www.cerritos.edu/board](http://www.cerritos.edu/board)

1. **Invocation**
2. **Pledge of Allegiance**
3. **Roll Call**

### ***AGENDA ORGANIZATION***

The Board of Trustees will discuss any changes in the order of agenda items. Per [Board Policy 2340](#), the order of business may be changed by consent of the Board of Trustees.

### ***COMMENTS FROM THE AUDIENCE***

(Government Code Section 54954.3)

The Board of Trustees welcomes public comment on issues within the jurisdiction of the college. Public comment request cards must be completed and returned to the secretary prior to the start of the meeting. Late arrivals will not be permitted to speak. Comments should be limited to five (5) minutes per speaker and twenty (20) minutes per topic if there is more than one speaker.

**Note:** Members of the board may not discuss or take legal action on matters raised unless the matters are properly noticed for discussion and legal action. Also, be advised that college personnel and processes are available for further communication.

### ***REPORTS AND COMMENTS FROM CONSTITUENT GROUPS***

At this time, a brief report and summary of initiatives will be given by identified constituent group leaders:

- Associated Students of Cerritos College (ASCC) President
- Faculty Senate President
- Cerritos College Faculty Federation (CCFF) President
- California School Employees Association (CSEA) President
- Association of Cerritos College Management Employees (ACCME) President

### **OPEN SESSION AGENDA**

4. **Public Hearing: Public Discussion and a presentation of the Initial Proposal of the Cerritos Community College District to the California School Employees Association (CSEA), Chapter #161 for Negotiation of the CSEA- District Collective Bargaining Agreement for the period July 1, 2018 - June 30, 2021**

In accordance with Government Code section 3547, all initial bargaining proposals of a public school employer shall be presented at a public meeting of a public school employer. The initial bargaining proposal of the Cerritos Community College District to the CSEA, Chapter #161, was first made public at the July 18, 2018, meeting of the Board of Trustees and is hereby returned to this agenda for public discussion.

***CONSENT CALENDAR ITEMS***

Agenda Items 5-22 are presented as Consent Calendar Items. All items may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the Board of Trustees, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action.

**5. Ratification of Change Order No. 3 [Owner Added Scope], (Contract No. 15P008), Enviser, Campus Energy Management System Project**

It is recommended that the Board of Trustees ratify Change Order No. 3 [Owner Added Scope] in the amount of \$21,434 for the Campus Energy Management System project. The amount from Change Order No. 3 will be \$21,434, increasing the contract amount to \$2,812,924. Funding will be allocated from the GO Bond.

**6. Ratification of Change Order No. 3 [Unforeseen Conditions, Omissions, Deductive Credit], (Contract No. 15P016), Enviser, Chilled Water Expansion Project**

It is recommended that the Board of Trustees ratify Change Order No. 3 [Unforeseen Conditions, Omissions, Deductive Credit] in the amount of \$128,187 for the Chilled Water Expansion Project. The amount from Change Order No. 3 will be \$128,187, increasing the contract amount to \$5,139,041. Funding will be allocated from the GO Bond.

**7. Change Order No. 3 [Errors/Omissions], (Bid No. 16P006, Category 02), Verne's Plumbing, Inc., Health and Wellness**

It is recommended that the Board of Trustees approve Change Order No. 3 [Errors/Omissions] in the amount of \$16,437.64 for the Health and Wellness Complex project. The amount from Change Order No. 3 will be \$16,437.64, increasing the contract amount to \$2,104,201.99. Funding will be allocated from the GO Bond.

**8. Notice of Completion for Bid No. 16P002, Category 01, Shade Structures**

It is recommended that the Board of Trustees approve the Notice of Completion for K.A.R. Construction, Inc. of Ontario, California for the Shade Structures, Category 01 project at Cerritos Community College District as presented. The total final contract amount was \$844,620 which was paid by the G.O. Bond.

**9. Notice of Completion for Bid No. 16P002, Category 02, Shade Structures**

It is recommended that the Board of Trustees approve the Notice of Completion for Pierre Landscape, Inc. of Irwindale, California for the Shade Structures, Category 02 project at Cerritos Community College District as presented. The total final contract amount was \$228,845 which was paid by the G.O. Bond.

**10. Notice of Completion for Bid No. 16P002, Category 04, Shade Structures**

It is recommended that the Board of Trustees approve the Notice of Completion for Fix Painting Co. of Woodland Hills, California for the Shade Structures, Category 04 project at Cerritos Community College District as presented. The total final contract amount was \$301,338 which was paid by the G.O. Bond.

**11. Notice of Completion for Bid No. 16P002, Category 05, Shade Structures**

It is recommended that the Board of Trustees approve the Notice of Completion for RDM Electric Co, Inc. of Chino, California for the Shade Structures, Category 05 project at Cerritos Community College District as presented. The total final contract amount was \$533,532 which was paid by the G.O. Bond.

**12. Award Independent Contractor Services Agreements with M. Arthur Gensler, Jr. & Associates, Inc. dba Gensler for Cerritos College’s Facilities Master Planning Services**

It is recommended that the Board of Trustees authorize and approve Cerritos College to take the following action:

1. Ratify the award of Contract No. 17C0024-01 with M. Arthur Gensler, Jr. & Associates, Inc. dba Gensler of Los Angeles, California in the amount of \$20,000 for the purpose of providing fact-finding and discovery services to provide a detailed outline and better define the scope of services for the below-referenced project.
2. Approve the award of contract and authorize Cerritos College to negotiate and enter into an Independent Contractor Services Agreement (“Agreement”) with M. Arthur Gensler, Jr. & Associates, Inc. dba Gensler of Los Angeles, California for the not-to-exceed amount of \$300,000 for the purpose of completing Cerritos College’s Facilities Master Plan pursuant to Request for Proposals (RFP) No. 17C0024, Facilities Master Planning Services.

The total contract sum for Contract No. 17C0024-01 is in the not-to-exceed amount of \$20,000 and the total contract sum for 17C0024 shall be for the not-to-exceed amount of \$300,000; funding for the fact-finding and discovery phase and completion of the Facilities Master Plan will be allocated from the GO Bond.

**13. Records Disposal Per Title V of the California Code of Regulations**

It is recommended that the Board of Trustees approve the disposal/destruction of records as presented per Title V of the California Code of Regulations. Cost for the destruction of the documents will be approximately \$1000.

**14. Purchase Orders for the Month of June 2018**

It is recommended that the Board of Trustees approve the purchase orders processed during the month of June 2018. Funding sources vary and are dependent upon the goods/services purchased.

**15. Contracts for the Month of June 2018**

It is recommended that the Board of Trustees approve the contracts that were processed during the month of June 2018. Funding sources vary and are dependent upon the goods/services purchased.

**16. Sub-Contractor Agreement with Henry M. Gunn High School for the Clean Fuels Transportation Pilot Career Opportunity Project**

It is recommended that the Board of Trustees approve the sub-contractor agreement with Henry M. Gunn High School as part of the Clean Fuels Transportation Pilot Career Opportunity Project (“Clean Fuels Project”) funded by Cerritos College’s agreement with the California Energy Commission. The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College’s agreement with the California Energy Commission.

**17. Sub-Contractor Agreement with Clovis West High School for the Clean Fuels Transportation Pilot Career Opportunity Project**

It is recommended that the Board of Trustees approve the sub-contractor agreement with Clovis West High School as part of the Clean Fuels Transportation Pilot Career Opportunity Project (“Clean Fuels Project”) funded by Cerritos College’s agreement with the California Energy Commission. The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College’s agreement with the California Energy Commission.

**18. Contract with CRM Educational Consulting for Career Pathways Specialist Services for the Strong Workforce Regional Project**

It is recommended that the Board of Trustees approve the contract with CRM Educational Consulting for Career Pathways Specialist services for the Strong Workforce Regional Project. Cerritos College will receive funding in the amount of \$120,000 to pay for the below consulting services; funding is made possible through the Strong Workforce Program which is supported by the California Community Colleges Chancellor’s Office.

**19. Ratification of Amendment to Project Assignment Agreement No. 13 to the Master Inspector Services Agreement with The Vinewood Company, LLC for the Stadium ADA Upgrades Project**

It is recommended that the Board of Trustees ratify the amendment to Project Assignment Agreement No. 13 to the Master Inspector Services Agreement with The Vinewood Company, LLC for the Stadium ADA Upgrades project. The total contract sum shall be increased \$14,003.45 for a new not-to-exceed amount of \$36,099.85; this amount will be funded from the GO Bond. The Vinewood Company, LLC is headquartered in La Verne, CA.

**20. Ratification of Employee Resignations (Including Separations and Retirements) Accepted by the President/Superintendent**

It is recommended that the Board of Trustees ratify the attached list of resignations accepted by the President/Superintendent according to Board Policy 7350.

**21. Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for 2018-2019 Academic Year**

It is recommended that the Board of Trustees approve the employment of temporary and/or substitute hourly faculty personnel as needed for the 2018-2019 academic year and as presented on the attached list.

**22. Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly Personnel**

It is recommended that the Board of Trustees approve and/or ratify the employment of classified, short-term, substitute, professional expert, and/or student hourly personnel.

***INFORMATION ITEMS***

Agenda Items 23-25 are presented as Information Items.

**23. Information Item: Faculty Senate Resolution Regarding the Faculty Evaluation Procedure and the Tenure Granting Process**

It is recommended that the Board of Trustees review the Faculty Senate Resolution the Faculty Evaluation Procedure and the Tenure Granting Process.

**24. Information Item: Three Month Look-Ahead Schedule of RFP and RFQ Solicitations**

It is recommended that the Board of Trustees review the Three Month Look-Ahead Schedule of RFP and RFQ Solicitations.

**25. Information Item: Associated Students of Cerritos College (ASCC) Annual Budget for 2018-2019**

It is recommended that the Board of Trustees review the Associated Students of Cerritos College (ASCC) Annual Budget for 2018-2019.

***ADMINISTRATIVE ITEMS***

Agenda Items 26-28 are presented as Administrative Items.

**26. Consideration of Adoption of 2018-2019 Board of Trustees and President/Superintendent Goals**

It is recommended that the Board of Trustees adopt the 2018-2019 Board of Trustees and President/Superintendent Goals.

**27. Consideration of Adoption of Board and President/Superintendent Evaluation Instrument**

It is recommended that the Board of Trustees adopt the Board and President/Superintendent Evaluation Instrument.

**28. Consideration of Adoption of the Initial Proposal of the Cerritos Community College District to the California School Employees Association (CSEA), Chapter #161 for the Period July 1, 2018 - June 30, 2021**

It is recommended that the Board of Trustees discuss and adopt the initial proposal of the Cerritos Community College District to the California School Employees Association (CSEA), Chapter #161 for the Period July 1, 2018 - June 30, 2021, in accordance with Government Code section 3547. The financial implications are contingent on the results of negotiations.

***REPORTS AND COMMENTS FROM DISTRICT OFFICIALS***

At this time, members of the Board of Trustees will provide brief reports on meetings attended on matters pertaining to their service as a representative of the Cerritos Community College District Board of Trustees pursuant to Government Code 53232.3(d).

Following the Board of Trustees, the President/Superintendent will provide an executive report which includes reports from the Vice President of Business Services, Vice President of Academic Affairs, Vice President of Student Services, Vice President of Human Resources, and Director, College Relations, Public Affairs & Governmental Relations.

***CLOSED SESSION WILL BEGIN NO LATER THAN 9:00 P.M. AND WILL LAST NO LONGER THAN 90 MINUTES***

**29. Public Employee Employment (GC #54957)**

- A. Consideration of Employment of Acting Dean of Student Support Services
- B. Consideration of Employment of Acting Dean of Counseling

**30. Significant exposure to litigation pursuant to Government Code Section 54956.9 paragraph (3) of subdivision (e)**

Claimant: Fata Construction

Agency Claimed Against: Cerritos Community College District

**31. Conference with Labor Negotiators (GC #54957.6)**

- A. Agency Representatives: Dr. Adriana Flores-Church, Dr. Jose Fierro
- B. Employee Organizations:  
California School Employees Association (CSEA)  
Cerritos College Faculty Federation (CCFF)
- C. Unrepresented Employees:  
Management Employees  
Contract Management Employees  
Confidential Employees



**32. Reconvene to Open Session**

**33. Adjournment**

***The Next Regular Meeting of the Board of Trustees is set for  
Wednesday, September 5, 2018 at 7:00 p.m.***

I, Dr. Jose Fierro, Secretary to the Board, certify that a true and correct copy of the foregoing Meeting Agenda was posted on August 9, 2018 at 10:00 a.m., as required by law.

Dr. Jose Fierro, President/Superintendent

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **August 15, 2018**

**Agenda Item No. 5**

**FROM:**

\_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:**

\_\_\_\_\_  
Felipe R. Lopez  
Vice President of Business Services/  
Assistant Superintendent

**PREPARED BY:**

\_\_\_\_\_  
Mark B. Logan  
Director, Purchasing and  
Contract Administration

<p><b>SUBJECT:        Consideration of Ratification of Change Order No. 3 [Owner Added Scope], (Contract No. 15P008), Enviser, Campus Energy Management System Project</b></p>
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**ACTION**

It is recommended that the Board of Trustees ratify Change Order No. 3 [Owner Added Scope] in the amount of \$21,434 for the Campus Energy Management System project.

**FISCAL IMPACT**

The amount from Change Order No. 3 will be \$21,434, increasing the contract amount to \$2,812,924. Funding will be allocated from the GO Bond.

**REPORT SUMMARY**

On July 25, 2016, the Board awarded a contract to Enviser of Garden Grove, California for the Campus Energy Management System project. The project was let through an energy services contract per section 4217.10 et seq. of the California Government Code which authorizes public agencies such as community college districts to enter into energy service contracts on such terms as their governing bodies determine are in the best interests of the district if the determination is made at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, that the anticipated cost to the district for energy conservation services under the energy services contract will be less than the anticipated marginal cost to the district of energy that would have been consumed by the district in the absence of the energy services contract.

The focus of the Campus Energy Management System project is to upgrade, install, and provide material and equipment necessary for a campus-wide EMS that communicates with the Central Plant controls, associated lighting control panels, integrated into the controls of an existing Enteliweb server Delta Orcaview work station.

The total amount for the attached item in Change Order No. 3 is \$21,434. The original contract amount approved by the Board was \$2,784,579. Change Order No. 3 is in compliance with applicable statutes. Change Order No. 3 is due to owner added scope consisting of investigative work at the PST Building to determine the faulty lighting issue and resolve it, replacement of an existing leaking coil at the PST Building to ensure proper cooling, and conversion of the reheat system at the LRC Building to ensure compatibility

with the proposed Delta controls. Change Order No. 3 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 3.

	<b>Change Order</b>	<b>Date</b>	<b>Amount</b>	<b>Percentage of Change</b>
Pending	3	August 15, 2018	\$21,434	8.4%
	2	March 7, 2018	\$6,911	7.6%
	1	September 6, 2017	\$189,670	7.3%

Change Order types – Below is an explanation of change order types.

- Owner Added Scope – Any time the owner adds scope for various reasons. They are typically value driven.
- Agency Driven Changes – Required by Division of State Architect (DSA), municipalities, Inspector of Record (IOR), etc. and must be done for sign off.
- Unforeseen Conditions – Subsurface or existing building conditions that were unknown/uncertain during the design and not included in the documents/bid for whatever reason and now required.
- Errors – Errors in the documents by the architect or consultants.
- Omissions – Scope not included in the original documents/bid for whatever reason and now required.
- Deductive Credit – Monies are credited to the District due to project cost savings, a decrease in scope, or various reasons.

**NOTICING REQUIREMENTS**

None is require beyond posting of this item on the agenda.

**ATTACHMENT(S)**

Change Order No. 3 to Contract No. 15P008 – Enviser  
 Change Order No. 2 to Contract No. 15P008 - Enviser  
 Change Order No. 1 to Contract No. 15P008 - Enviser  
 Contract No. 15P008 - Enviser

Project: Cerritos College  
Campus Energy Management System Upgrades

Change Order Number: 03

Contract # 15P008

To: Enviser  
7421 Oranewood Avenue  
Garden Grove, CA 92841  
Phone: 714-657-1497  
Fax: 714-891-5015

Date: June 08, 2018

Board Action: (Ratification)

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**SUMMARY OF CHANGES:**

**Item 3.01**

Description: Investigative work at the PST building for faulty lighting controls.  
Reason: Upon review, it was found that the lighting controls at the PST building were not functioning properly. As a result, investigative work was required to determine the issue.  
Benefit: Ensured lighting controls would function properly.  
Requested by: Tilden-Coil Constructors, Isnc.  
CO Type: Owner Request

**Change Amount:**..... \$ 1,906.00

Time Extension: .....0 Work days

**Item 3.02**

Description: Replacement of an existing leaking coil in VAV #13 located at the PST building.  
Reason: Upon investigation, it was determined that there was an existing leaking coil in VAV #13.  
Benefit: Ensured leak was properly addressed and allowed for proper cooling.  
Requested by: Tilden-Coil Constructors, Inc.  
CO Type: Owner Request

**Change Amount:**..... \$ 5,218.00

Time Extension: .....0 Work days

**Item 3.03**

Description: Programming and testing for (4) air handler units and (44) VAVs at the LRC building.  
Reason: Upon review, it was determined that the existing reheat system was not compatible with the proposed Delta controls. As a result, it is required to change the existing reheat system to a VVT system.  
Benefit: Ensured the reheat system is controlled by the new Delta controls.  
Requested by: Owner / Tilden-Coil Constructors, Inc.  
CO Type: Owner Request

**Change Amount:**..... \$ 14,310.00

Time Extension: .....0 Work days

**SUMMARY OF COST:**

TOTAL OF THIS CHANGE ORDER ..... **\$21,434.00**  
TOTAL ADDITIONAL WORKING DAYS ..... Days: **0**

**CONTRACT SUMMARY:**

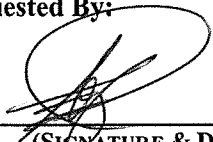
Original Contract Amount	\$	2,594,909.00
Net change by previous Change Order	\$	196,581.00
Net sum prior to this Change Order	\$	2,791,490.00
Amount of Change Order No. 3	\$	21,434.00
New Contract Sum	\$	2,812,924.00
Percentage of Change to Contract		8.4%

2,594,909.00 org  
189,670.00 CO1  
-----  
2,784,579.00  
6,911.00 CO2  
-----  
2,791,490.00  
21,434.00 CO3  
-----  
2,812,924.00

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of Trustees on \_\_\_\_\_ of \_\_\_\_\_, 2018

Requested By:



6/11/2018

(SIGNATURE & DATE)

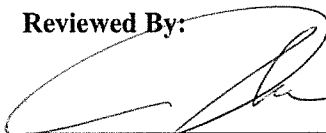
ENVISE  
AMGAD BEBAWY  
PROJECT MANAGER  
7421 Orangewood Avenue  
Garden Grove, CA 92841

Approved By:

(SIGNATURE & DATE)

CERRITOS COLLEGE  
FELIPE LOPEZ  
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:



6/25/2018

(SIGNATURE & DATE)

CERRITOS COLLEGE  
DAVID C. MOORE,  
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

(SIGNATURE & DATE)

CERRITOS COLLEGE  
MARK B. LOGAN,  
DIRECTOR OF PURCHASING

Reviewed By:

see attached sheet  
for signature.

(SIGNATURE & DATE)

S & K ENGINEERING  
KEVIN KEYFAUVER  
PRINCIPAL

Reviewed By:



6/11/18

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.  
DAVID BUTED  
PROJECT MANAGER

Reviewed By:



06/25/18

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.  
JIMMY RIORDAN  
PROGRAM MANAGER

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of Trustees on \_\_\_\_\_ of \_\_\_\_\_, 2018

Requested By:

  
6/14/2018  
\_\_\_\_\_  
(SIGNATURE & DATE)

ENVISER  
AMGAD BEBAWY  
PROJECT MANAGER  
7421 Oranewood Avenue  
Garden Grove, CA 92841


Approved By:

\_\_\_\_\_  
(SIGNATURE & DATE)  
CERRITOS COLLEGE  
FELIPE LOPEZ  
VICE PRESIDENT OF BUSINESS SERVICES

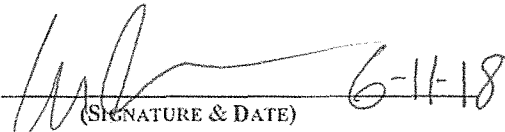
Reviewed By:

\_\_\_\_\_  
(SIGNATURE & DATE)  
CERRITOS COLLEGE  
DAVID C. MOORE,  
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

  
7-24-18  
\_\_\_\_\_  
(SIGNATURE & DATE)  
CERRITOS COLLEGE  
MARK B. LOGAN,  
DIRECTOR OF PURCHASING

Reviewed By:

  
6-11-18  
\_\_\_\_\_  
(SIGNATURE & DATE)  
S & K ENGINEERING  
KEVIN KEYFAUVER  
PRINCIPAL

Reviewed By:

\_\_\_\_\_  
(SIGNATURE & DATE)  
TILDEN-COIL CONSTRUCTORS, INC.  
DAVID BUTED  
PROJECT MANAGER

Reviewed By:

\_\_\_\_\_  
(SIGNATURE & DATE)  
TILDEN-COIL CONSTRUCTORS, INC.  
JIMMY RIORDAN  
PROGRAM MANAGER

Project: Cerritos College  
Campus Energy Management System Upgrades

Change Order Number: 02

Contract # 15P008A

To: Enviser  
7421 Orangewood Avenue  
Garden Grove, CA 92841  
Phone: 714-657-1497  
Fax: 714-891-5015

Date: January 23, 2018

Board Action: (Ratification)

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**SUMMARY OF CHANGES:**

**Item 2.01**

Description: Installation of one (1) access panel located in electrical room B42 of Liberal Arts.  
Reason: Upon review, it was determined that an access panel was required to be installed to accommodate access for future maintenance.  
Benefit: Ensured proper access to valves for future maintenance.  
Requested by: Tilden-Coil Constructors, Inc.  
CO Type: Owner Request

**Change Amount:** ..... \$ 2,059.00

Time Extension: .....0 Work days

**Item 2.02**

Description: One (1) gas valve added along the north exterior elevation of the Community Education building.  
Reason: Upon review, it was determined that the existing gas valve was not accessible. As a result, a new gas valve was required to be installed.  
Benefit: Ensured a gas shut off valve is accessible for future maintenance.  
Requested by: Tilden-Coil Constructors, Inc.  
CO Type: Owner Request

**Change Amount:** ..... \$ 4,852.00

Time Extension: .....0 Work days



**SUMMARY OF COST:**

**TOTAL OF THIS CHANGE ORDER.....** **\$6,911.00**  
**TOTAL ADDITIONAL WORKING DAYS .....** **Days: 0**

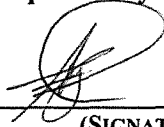
**CONTRACT SUMMARY:**

Original Contract Amount	\$	2,594,909.00
Net change by previous Change Order	\$	189,670.00
Net sum prior to this Change Order	\$	2,784,579.00
Amount of Change Order No. 2	\$	6,911.00
New Contract Sum	\$	2,791,490.00
Percentage of Change to Contract		7.6%

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of Trustees on  
7th of March, 2018

**Requested By:**

  
1/24/18  
(SIGNATURE & DATE)

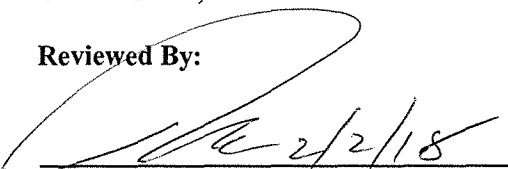
ENVISER  
AMGAD BEBAWY  
PROJECT MANAGER  
7421 Orangewood Avenue  
Garden Grove, CA 92841

**Approved By:**

  
3/9/2018  
(SIGNATURE & DATE)

CERRITOS COLLEGE  
FELIPE LOPEZ  
VICE PRESIDENT OF BUSINESS SERVICES

**Reviewed By:**

  
2/2/18  
(SIGNATURE & DATE)

CERRITOS COLLEGE  
DAVID C. MOORE,  
DIRECTOR OF THE PHYSICAL PLANT

**Reviewed By:**

  
2-12-18  
(SIGNATURE & DATE)

CERRITOS COLLEGE  
MARK B. LOGAN,  
DIRECTOR OF PURCHASING

**Reviewed By:**

see attached sheet  
for signature  
(SIGNATURE & DATE)

S & K ENGINEERING  
KEVIN KEYFAUVER  
PRINCIPAL

**Reviewed By:**

  
1/26/18  
(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.  
DAVID BUTED  
PROJECT MANAGER

**Reviewed By:**


  
2/31/18  
(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.  
JIMMY RIORDAN  
PROGRAM MANAGER

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of Trustees on \_\_\_\_\_ of \_\_\_\_\_, 2018

**Requested By:**

  
\_\_\_\_\_  
(SIGNATURE & DATE) 1/24/18

ENVISER  
AMGAD BEBAWY  
PROJECT MANAGER  
7421 Orangewood Avenue  
Garden Grove, CA 92841

**Approved By:**

\_\_\_\_\_  
(SIGNATURE & DATE)  
CERRITOS COLLEGE  
FELIPE LOPEZ  
VICE PRESIDENT OF BUSINESS SERVICES

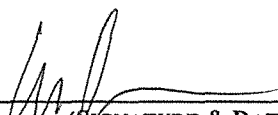
**Reviewed By:**

\_\_\_\_\_  
(SIGNATURE & DATE)  
CERRITOS COLLEGE  
DAVID C. MOORE,  
DIRECTOR OF THE PHYSICAL PLANT

**Reviewed By:**

\_\_\_\_\_  
(SIGNATURE & DATE)  
CERRITOS COLLEGE  
MARK B. LOGAN,  
DIRECTOR OF PURCHASING

**Reviewed By:**

  
\_\_\_\_\_  
(SIGNATURE & DATE) 1-24-18  
S & K ENGINEERING  
KEVIN KEYFAUVER  
PRINCIPAL

**Reviewed By:**

\_\_\_\_\_  
(SIGNATURE & DATE)  
TILDEN-COIL CONSTRUCTORS, INC.  
DAVID BUTED  
PROJECT MANAGER

**Reviewed By:**

\_\_\_\_\_  
(SIGNATURE & DATE)  
TILDEN-COIL CONSTRUCTORS, INC.  
JIMMY RIORDAN  
PROGRAM MANAGER

Project: Cerritos College  
Campus Energy Management System Upgrades

Change Order Number: 01

Contract # 15P008

To: Enviser  
7421 Oranewood Avenue  
Garden Grove, CA 92841  
Phone: 714-657-1497  
Fax: 714-891-5015

Date: July 17, 2017

Board Action: (Ratification)

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**SUMMARY OF CHANGES:**

**Item 1.01**

Description: LRC mechanical controls upgrade and lighting controls installation.  
Reason: The Campus Energy Management System (EMS) Upgrades project include various EMS upgrades through the buildings on Campus however, not all of the EMS controls are being upgraded under the current phase of the Campus wide upgrades. It has been requested to upgrade the Learning Resource Center controls at this time.  
Benefit: Improved efficiency over the existing building control systems in place. This work can be performed alongside the various other EMS upgrades on Campus, at a cost savings (direct and indirect costs) as well as time savings to the District.  
Requested by: Facilities  
CO Type: Owner Added Scope

**Change Amount:** ..... \$ 146,850.00

Time Extension: .....0 Work days

**Item 1.02**

Description: PST control systems integration and programming.  
Reason: The Campus Energy Management System (EMS) Upgrades project include various EMS upgrades through the buildings on Campus however, not all of the EMS controls are being upgraded under the current phase of the Campus wide upgrades. It has been requested to upgrade the Physical Science Technology building controls at this time.  
Benefit: Control, though the new Campus Building Management System Controls, of the PST building control systems. This work can be performed alongside the various other EMS upgrades on Campus, at a cost savings (direct and indirect costs) as well as time savings to the District.  
Requested by: Facilities  
CO Type: Owner Added Scope

**Change Amount:** ..... \$ 42,820.00

Time Extension: .....0 Work days

**SUMMARY OF COST:**

**TOTAL OF THIS CHANGE ORDER ..... \$189,670.00**  
**TOTAL ADDITIONAL WORKING DAYS ..... Days: 0**

**CONTRACT SUMMARY:**

Original Contract Amount	\$	2,594,909.00
Net change by previous Change Order	\$	-
Net sum prior to this Change Order	\$	2,594,909.00
Amount of Change Order No. 1	\$	189,670.00
New Contract Sum	\$	2,784,579.00
Percentage of Change to Contract		7.3%

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of Trustees on  
6th of September, 2017

**Requested By:**

 7.25.17  
(SIGNATURE & DATE)

ENVISER  
TRAVIS FLETCHER  
BRANCH MANAGER, SOUTHERN CALIFORNIA  
7421 Orangewood Avenue  
Garden Grove, CA 92841

**Approved By:**

 9/18/2017  
(SIGNATURE & DATE)

CERRITOS COLLEGE  
FELIPE LOPEZ  
VICE PRESIDENT OF BUSINESS SERVICES

**Reviewed By:**

 8/3/2017  
(SIGNATURE & DATE)

CERRITOS COLLEGE  
DAVID C. MOORE,  
DIRECTOR OF THE PHYSICAL PLANT

**Reviewed By:**

 8-9-17  
(SIGNATURE & DATE)

CERRITOS COLLEGE  
MARK B. LOGAN,  
DIRECTOR OF PURCHASING

**Reviewed By:**

See attached  
(SIGNATURE & DATE)

S & K ENGINEERING  
KEVIN KEYFAUVER  
PRINCIPAL

**Reviewed By:**

 8/2/17  
(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.  
DAVID BUTED  
PROJECT MANAGER

**Reviewed By:**

 08/03/17  
(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.  
JIMMY RIORDAN  
PROGRAM MANAGER

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of Trustees on \_\_\_\_\_ of \_\_\_\_\_, 2017

Requested By:

Approved By:

 7.25.17  
\_\_\_\_\_  
(SIGNATURE & DATE)

\_\_\_\_\_  
(SIGNATURE & DATE)

ENVISER  
TRAVIS FLETCHER  
BRANCH MANAGER, SOUTHERN CALIFORNIA  
7421 Orangewood Avenue  
Garden Grove, CA 92841

CERRITOS COLLEGE  
FELIPE LOPEZ  
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

Reviewed By:

\_\_\_\_\_  
(SIGNATURE & DATE)  
CERRITOS COLLEGE  
DAVID C. MOORE,  
DIRECTOR OF THE PHYSICAL PLANT

\_\_\_\_\_  
(SIGNATURE & DATE)  
CERRITOS COLLEGE  
MARK B. LOGAN,  
DIRECTOR OF PURCHASING

Reviewed By:

Reviewed By:

 8.2.17  
\_\_\_\_\_  
(SIGNATURE & DATE)

\_\_\_\_\_  
(SIGNATURE & DATE)

S & K ENGINEERING  
KEVIN KEYFAUBER  
PRINCIPAL

TILDEN-COIL CONSTRUCTORS, INC.  
DAVID BUTED  
PROJECT MANAGER

Reviewed By:

\_\_\_\_\_  
(SIGNATURE & DATE)  
TILDEN-COIL CONSTRUCTORS, INC.  
JIMMY RIORDAN  
PROGRAM MANAGER



## ENERGY SERVICES CONTRACT

### Campus Energy Management System

This Agreement for Design, Installation and Commissioning of Energy Conservation Facilities ("Agreement") is made as of **July 21, 2016**, between the **Cerritos Community College District** ("District") and **Enviser** ("Provider") (together, "Parties"). The Provider shall render the Services, as defined herein, in relation to all energy conservation measures, referred to as "System" or "Project," as described herein

1. **Services.** Provider shall furnish to the District all professional services, labor, equipment, material, and other services set forth in this Agreement and as otherwise reasonably required to complete all design, engineering, construction, installation, integration, interconnection, testing and commissioning of the improvements to real property, along with all appurtenances, fixtures, and furnishings, described in Exhibit A, "Scope and Requirements," attached hereto and incorporated herein by this reference ("Services" or "Work").
2. **Completion Date.** Provider shall commence providing the Services under this Agreement upon execution of the Agreement by both parties, and will diligently perform such Services as described herein and as otherwise reasonably required to achieve Substantial Completion of the System(s) (as defined below) in accordance with Request for Proposals (RFP) and Contract Documents **RFP No. 15P008, Campus Energy Management System.**
  - 2.1. **Substantial Completion.** Completion, being the point at which the District will substantially have the beneficial use and enjoyment of the System(s), and at which time the District shall first be able to accept the System(s) as complete, means that each of the following has been achieved in accordance with the requirements of the Contract Documents:
    - 2.1.1. Mechanical Completion, defined as the point at which all work of every kind necessary to make the System(s) usable for its intended function is actually complete and all fire/life safety systems are completely installed and fully operational;
    - 2.1.2. Acceptance Testing, defined as testing of all systems comprising the System(s) in accordance with the requirements of the Agreement, the results thereof meeting the requirements set forth herein, and acceptance by the District of the successful testing, which acceptance shall not unreasonably be withheld; and
    - 2.1.3. The System(s) is capable of operating safely in accordance with all applicable laws, codes, rules and regulations.
  - 2.2. **Final Completion.** Final Completion shall occur after Substantial Completion, when Punch List items are completed, all required training has occurred and documentation has been provided to the District, including, applicable warranties, record drawings, Operation and Maintenance manuals, and as-built drawings.
    - 2.2.1. Pending Final Completion, the parties agree and acknowledge that the District may withhold from the final payment an amount not to exceed 150 percent of the reasonably estimated value of all obligations of the Provider due and remaining to be performed following Substantial Completion pursuant to Public Contract Code Section 7107.



3. **Liquidated Damages.** Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Provider's delay; therefore, Provider agrees that it shall pay to the District in accordance with Request for Proposals (RFP) and Contract Documents **RFP No. 15P008, Campus Energy Management System, Appendix "013200 – A"**, per day as liquidated damages for each and every day's delay beyond the Final Completion Date that Final Completion is not achieved.

It is hereby understood and agreed that this amount is not a penalty, but is a reasonable estimate of the damages that District will incur.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Provider under this Agreement, the District may seek recovery of Liquidated Damages from the Respondent's Performance Bond Surety and/or the District may seek recovery of Liquidated Damages from the Respondent or the Performance Bond Surety without having exhausted remedies against the other.

4. Not Used.

5. **Contract Documents.** The documents comprising this Agreement For Design, Installation And Commissioning include this form of Agreement and all Attachments, incorporated and made integral parts of this Agreement as though fully set forth herein, as follows:

5.1. Attachment A: "Scope and Requirements"

5.2. Attachment B: "Required Documents"

5.2.1. Submittal of Required Documents. Provider shall not commence the Work under this Agreement until the Provider has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below on the forms included herewith or on forms otherwise deemed acceptable to the District, in its sole discretion:

5.2.1.1. Noncollusion Affidavit

5.2.1.2. Workers' Compensation Certification

5.2.1.3. Drug-Free Workplace Certification

5.2.1.4. Not Used

5.2.1.5. Insurance Certificates and Endorsements

5.2.1.6. Performance Bond

5.2.1.7. Payment Bond

5.2.2. The above-referenced Required Documents shall be executed and presented to the District for approval within fourteen (14) days after execution of the Agreement For Design, Installation And Commissioning.

5.3. Attachment C: "Performance Guarantee"

6. Not Used.

7. **Compensation.** As compensation for the Work, the District shall pay to the Provider in the amount of **TWO MILLION FIVE HUNDRED NINETY FOUR THOUSAND NINE HUNDRED NINE AND 00/100 DOLLARS (\$2,594,909.00)** ("Total System(s) Price"). Such amount shall not be increased without the express approval of the Board.
8. **Expenses.** District shall not be liable to Provider for any costs or expenses paid or incurred by Provider in performing services for District.
9. **Payment.** The Total System(s) Price shall be in accordance with Request for Proposals (RFP) and Contract Documents **RFP No. 15P008, Campus Energy Management System.**
10. Not Used.
11. **Independent Provider.** Provider, in the performance of this Agreement, shall be and act as an independent contractor. Provider understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Provider shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Provider's employees. Provider shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
12. **Standard of Care.** The provider shall perform its obligations under this Agreement consistent with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and locality of the Project, the covenants, terms and conditions of this Agreement, and all applicable laws, codes, rules and regulations, including, without limitation, the applicable provisions of the California Building Code (Title 24), the California Code of Regulations, Electrical Utility (Utility) Requirements, the requirements of the Division of State Architect (DSA) and the California Department of Education, the District's Design Guides and Technical Specifications, and all other federal, state, and local jurisdictions having authority. Provider represents and warrants that it is fully experienced in projects of the nature and scope of Work, and that it is properly qualified, licensed and equipped to supply and perform the Work. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof. For all purposes of the Field Act, Education Code Sections 17280 to 17316, inclusive, related regulations under Title 24 of the California Administrative Code, and rules promulgated by the State of California or any branch thereof, the Provider shall act as and bear all responsibilities of the Design Professional of Record (e.g. Architect of Record) and the Contractor of Record.
13. **Originality of Services.** Provider agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Provider and shall not be copied in whole or in part from any other source, except that submitted to Provider by District as a basis for such services.
14. **Copyright/Trademark/Patent.** Provider understands and agrees that all matters produced under this Agreement shall constitute "works made for hire" and become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Provider consents to use of Provider's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

- 15. Notice to Proceed and Course of Performance.** After the Contract Documents are submitted, the District shall provide a Notice to Proceed to Provider for design work, at which time Provider shall proceed with the design work. After the design of each of the System(s) is approved by the District, the District shall provide a separate Notice to Proceed to Provider at which time Provider shall proceed with the Work of performing construction services necessary to install and/or build the System(s). Provider shall be solely responsible for scheduling and conducting all necessary meetings with appropriate District personnel and stakeholders and presenting thereto, on a regular basis from time to time during design development, design documents for review by and input from District and stakeholders. District may, in its sole discretion, reject any design, including any element of design, to which it reasonably objects, including, without limitation, on procedural, functional, financial, educational, or aesthetic grounds.
- 16. Site Examination.** Provider has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Provider warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Provider's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site except for those which were not visible or apparent after reasonable inspection.
- 16.1. Soils and Geotechnical Conditions.** Provider acknowledges that it has secured information on the soils and geotechnical conditions of the Site sufficient for it to evaluate the existing soils conditions. Whereupon, Provider assumes the sole and complete risk of unforeseen soils or geotechnical conditions at the Site. The Provider agrees that no claim against District will be made by the Provider for damages or loss of any kind related to such materially differing soils or geotechnical conditions, and hereby waives any rights to damages or recovery for any loss in the event the Provider fails to notify District as set forth above.
- 16.2. Disclaimer of Warranty:** District does not warrant the soils or geological conditions at the Site. Any information on the soils and geotechnical conditions of the Site is provided for informational purposes, only, and is expressly understood to reflect the professional judgment of the entity that prepared it based on limited sampling and observation and may not be comprehensive or accurate in any of its findings or implications. Provider acknowledges and agrees that it has conducted an independent investigation of the Site and the soils and geological conditions of the Site adequate for the Provider to assume the risk that the soils and/or geological conditions at the Site may vary from the information provided to the Provider. District does not warrant the soils or geological conditions of the Site and Provider is fully responsible to ascertain all Site conditions for the purposes of determining construction means and methods and costs of construction of the System(s).
- 16.3. Existing Utilities.** Provider shall be responsible for the investigation of the Site with respect to any underground utilities including, without limitation, trunk, mainline and service utilities. It shall be the responsibility of Provider to determine, within reason, the exact location of all utilities. Provider shall make its own reasonable investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities.
- 17. Materials.** Provider shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
- 17.1. Anti-Trust Claim.** Provider and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment

shall be made and become effective at the time the District tenders final payment to the Provider, without further acknowledgment by the parties.

- 17.2. Substitutions.** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.
- 17.3. Hazardous Materials.** If photovoltaic modules using hazardous materials are to be provided by Provider, then the environmental impact of the hazardous material usage must be discussed, including any special maintenance requirements and proper disposal/recycling of the modules at the end of their useful life. Modules containing hazardous materials must comply with the EPA Landfill Disposal Requirements. Any additional costs and/or District responsibilities related to photovoltaic modules containing hazardous materials must be clearly identified.
- 18. Equipment and Labor.** Provider shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
- 18.1. Conduct of the Work.** Provider is responsible for the Work, including without limitation, all labor, materials, equipment tools and implements needed for design, engineering, permits, fees, approvals, project management, construction, alteration, installation, integration, interconnection, startup, training, checkout, warranty, and insurance specifically associated with the Work to be performed, in order to make the Work fully operational. Provider is not responsible for any equipment, systems, controls, comfort problems, balancing, duct cleaning, etc. not specifically included in this Agreement. Provider will provide submittals and engineered drawings (if required), for District's technical review and written approval, prior to initiating construction. All construction and associated cleanup shall be performed and scheduled so as to minimize any disruption with any ongoing District activities. Provider requires all underground conduits between buildings to be clear of obstruction, of sufficient size to accommodate new wire and cable, and easily accessible.
- 19. Warranty/Quality.** Unless a longer warranty is called for elsewhere in this Agreement, the Provider, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located.
- 19.1.** Provider shall assign to District all manufacturer's warranties for material and/or equipment integrated into or incidental to the System(s) prior to and as a condition of Final Completion.
- 20. Correction of Errors.** Provider shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Provider's failure to comply with the standard of care required herein.
- 21. Trench Shoring.** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Provider must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
- 22. Not Used.**

23. Not Used.

24. Not Used.

25. Not Used.

26. Not Used.

**27. Workers.** Provider shall at all times enforce strict discipline and good order among Provider's employees, Subcontractors, Consultants, and all other invitees to the Site and shall not employ or allow the employment on the work of any unfit person or anyone not skilled in work assigned to Provider.

**27.1.** Provider shall remove from the Site any person in the employ of Provider or any Subcontractor or Consultant whom District may deem incompetent or unfit and such worker shall not again participate in the work and shall not again be employed on it except with written consent of District.

**27.2.** Provider shall take all reasonable steps necessary to ensure that any employees of Provider or any of its Subcontractors or Consultants report for work in a manner fit to do their job. Such employees shall not be under the influence of or in possession of any alcoholic beverage or any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety at the Site is not affected thereby). Provider shall advise its employees, Subcontractors, suppliers, and invitees of these requirements before they enter on the Site and shall immediately remove from the Site any person in violation of these requirements as determined by Provider or by the District. Provider shall impose these requirements on its Subcontractors, suppliers, and other invitees. Provider shall execute, under penalty of perjury, the certification of a drug-free workplace on the forms provided herewith provided herewith.

**28. Wages.**

**28.1.** Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the governing body of District has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of workmen needed to execute the contract.

**28.2.** Per Diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in Labor Code § 1773.1 apprenticeship or other training programs authorized by Labor Code § 3093, and similar purposes when the term "per diem wages" is used herein.

**28.3.** Each worker needed to execute the work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements in accordance with Labor Code § 1773.1.

**28.4.** Holiday and overtime work when permitted by law shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified.

**28.5.** Each worker of Provider and any of its Subcontractors engaged in work on the System(s) shall be paid not less than the prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between Provider or any Subcontractors and such workers.

**28.6.** Provider shall, as a penalty to the District, forfeit an amount as determined by the Labor Commissioner pursuant to Labor Code § 1775 for each calendar day, or portion thereof, for

each worker paid less than the prevailing rate as determined by the director for such work or craft in which such worker is employed for any public work done under the contract by him or by any Subcontractor under him. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Provider.

**28.7.** Copies of the determined prevailing wage rates are on file and available upon request at the District's office. District shall provide Provider with current prevailing wage rates, in writing. Provider shall post, at an appropriate conspicuous point on the Site, a schedule showing all determined general prevailing wage rates.

**28.8.** Any worker employed to perform work on the System(s) which is not covered by any classification available in the District office, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds with work to be performed by him, and that minimum wage rate shall be retroactive to the time of initial employment of the person in the classification.

**29. Record Of Wages Paid: Inspection.** Pursuant to Labor Code § 1776, Provider stipulates to the following:

**29.1.** Provider and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities Lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code § 1776.

**29.2.** The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Provider on the following basis:

**29.2.1.** A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative.

**29.2.2.** A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished to a representative of the District, and to the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.

**29.2.3.** A certified copy of all payroll records enumerated in subdivision (a) shall be made available to the public for inspection or copies thereof. However, a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Provider, Subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Provider.

**29.2.4.** Provider shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.

**29.2.5.** Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of Provider awarded the contract or performing the contract shall not be marked or obliterated.

**29.2.6.** Provider shall inform the District of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change of location and address.

**29.2.7.** In the event of noncompliance with the requirements of this Article, Provider shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Provider must comply with this Article. Should noncompliance still be evident after such 10-day period, Provider shall pay a penalty of FIFTY DOLLARS (\$50.00) to the District for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

**29.2.8.** The responsibility for compliance with this Article shall rest upon Provider.

**30.** Not Used.

**31.** Not Used.

**32.** Not Used.

**33.** Not Used.

**34.** Not Used.

**35.** Not Used.

**36. Access to Work.** District representatives shall at all time have access to the Work wherever it is in preparation or in progress. Provider shall provide safe and proper facilities for such access.

**37. Protection of Work and Property.** Provider shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Provider, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

**38. Occupancy.** District reserves the right to occupy improvements comprising or related to the System(s) at any time before Final Completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

**39. Force Majeure.** Provider shall be excused from performance hereunder during the time and to the extent that it is actually prevented, despite the Provider taking all commercially reasonable actions to mitigate such prevention of performance, by an occurrence of Force Majeure. As used herein, the term "Force Majeure" shall include, without limitation, (1) theft, vandalism, sabotage, riots or civil disturbances, (2) acts of God, (3) acts of the public enemy, (4) terrorist acts affecting the Site, (5) willful and deliberate acts, or active and primary negligence of the District, (6) volcanic eruptions,

earthquake, hurricane, flood, ice storms, explosion, fire, lightning, power surge, landslide or similarly cataclysmic occurrence, (7) insect or animal damage, (8) prohibitions imposed by new law or regulation, (9) appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof, or (10) any other action by any superior governmental authority (including, without limitation, an unstayed order of a court or administrative agency). Economic hardship shall not constitute an occurrence of Force Majeure under this Agreement.

**40. Ownership of Work Product.** In accordance with Education Code Sections 17316 and 17317, and subject to the provisions thereof, Provider agrees that any and all intellectual Site(s), including, but not limited to, all ideas, concepts, themes, computer programs or parts thereof, documentation or other literature, or illustrations, or any components thereof, conceived, developed, written, or contributed by Provider, either individually or in collaboration with others, pursuant to this Agreement, shall belong to and be the sole property of District.

**40.1.** Provider agrees that all rights in all works prepared or performed by Provider pursuant to this Agreement, including patent rights and copyrights applicable to any of the intellectual Site(s) described in Subsection (a) above, shall belong exclusively to District and shall constitute "works made for hire."

**40.2.** The provisions of this Section shall not apply to any of Provider's rights in any invention for which no equipment, supplies, facilities, or trade secret information of District was used, which was developed entirely on Provider's own time, and which:

**40.2.1.** Does not relate, at the time of conception or reduction to practice of the invention, to District's business or to District's actual or demonstrably anticipated research or development; or

**40.2.2.** Does not result from any work performed by Provider for District.

#### **41. Termination.**

**41.1. For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Provider only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Provider. Notice shall be deemed given when received by the Provider or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Provider for work completed to date as a pro-rata amount of the full fees, costs, and expenses.

**41.2. With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

**41.2.1.** material violation of this Agreement by the Provider; or

**41.2.2.** any act by Provider exposing the District to liability to others for personal injury or property damage; or

**41.2.3.** Provider is adjudged a bankrupt, Provider makes a general assignment for the benefit of creditors or a receiver is appointed on account of Provider's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Provider. If the expense, fees, and



costs to the District exceed the cost of providing the service pursuant to this Agreement, Provider shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 41.3.** Upon termination, Provider shall provide the District with all documents produced maintained or collected by Provider pursuant to this Agreement, whether or not such documents are final or draft documents.

**42. Indemnification.** The Parties hereto agree to indemnify each other as set forth below:

**42.1. Indemnification by Provider.**

**42.1.1.** Provider shall defend, indemnify and hold harmless District, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Provider shall protect and defend, at its own expense, District, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Section. Furthermore, Provider agrees to and does hereby defend, indemnify and hold harmless District, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

**42.1.1.1.** Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of District.

**42.1.1.2.** Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Provider or any person, firm or corporation employed by Provider, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of District.

**42.1.1.3.** Any dispute between Provider and Provider' subcontractors/ supplies/ sureties, including, but not limited to, any failure or alleged failure of Provider (or any person hired or employed directly or indirectly by Provider) to pay any subcontractor or materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

**42.1.2.** Provider, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury

identified in this Section and shall pay or satisfy any judgment that may be rendered against District, its officers, agents or employees in any action, suit or other proceedings as a result of any damage, injury or loss identified in this Section.

- 42.2.** To the furthest extent permitted by California law, and up to the amount of the Total System Price, District shall defend, indemnify, and hold harmless Provider, agents, representatives, officers, consultants and employees from any and all third party claims of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death or property damage arising out of, connected with, or resulting from the sole or active negligence, or willful misconduct of District.
- 43. Insurance.** The Provider shall procure and maintain at all times it performs any portion of the Services the insurance in accordance with Request for Proposals (RFP) and Contract Documents **RFP No. 15P008, Campus Energy Management System, General Conditions, Document 00 72 13-34.**
- 44. Payment Bond and Performance Bond.** Provider shall not commence the Work until it has provided to the District, in a form provided by the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Total System(s) Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
- 45. Permits and Licenses.** Provider and all Provider's employees or agents shall secure and maintain in force, at Provider's sole cost and expense, such permits and licenses as are required by law in connection with the furnishing of materials, supplies, or services pursuant to this Agreement.
- 46. Assignment.** The rights, burdens, duties, or obligations of Provider pursuant to this Agreement shall not be assigned by the Provider without the prior written consent of the District.
- 47. Subcontractors.** Subcontractors, if any, engaged by the Provider for any Service or Work under this Agreement shall be subject to the approval of the District. Provider agrees to bind every subcontractor by the terms of the Agreement as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Provider shall subcontract any part of this Agreement, Provider shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the District.
- 48. Compliance with Laws.** Provider shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Provider shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Provider observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Provider shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Provider's receipt of a written termination notice from the District. If Provider performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Provider shall bear all costs arising therefrom.
- 48.1.** Provider hereby acknowledges that the District's representative, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Provider's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. Provider shall be liable for any delay caused by its non-compliant Work.

- 49. Audit.** In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable), records of both the District and the Provider shall be subject to examination and audit for a period of five (5) years after a Final Payment or the Recording of a Notice of Completion, whichever occurs first.
- 49.1.** Provider shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Provider transacted under this Agreement. Provider shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.
- 49.2.** Provider shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services, as well as any payments to, demand for payment by, and Claims made by Provider.
- 49.3.** Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Provider and shall conduct audit(s) during Provider's normal business hours, unless Provider otherwise consents.
- 50. Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Provider agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Provider agrees to require like compliance by all its subcontractors.
- 51. Environmental Attributes and Energy Credits.** District shall own all right, title, and interest associated with or resulting from the development, construction, installation and ownership of the System(s) and each of its component parts. This ownership includes the production, sale, purchase or use of the energy output including, and includes without limitation:
- 51.1.** All Environmental Incentives associated in any way with the Generating Facilities. "Environmental Incentives" means all rights, credits (including tax credits), rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Generating Facilities or the energy produced or otherwise from the development, construction, installation or ownership of the Generating Facilities or the production, sale, purchase, consumption or use of the energy produced from the Generating Facilities. Without limiting the forgoing, Environmental Incentives includes green tags, renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives of any kind and the right to claim federal income tax credits under Section 45 or 48 of the Code as such credits are available arising from the Environmental Attributes of the System(s), if any.
- 51.2.** All reporting rights and the exclusive rights to claim responsibility for the reductions in emissions of pollution and greenhouse gases.
- 51.3.** All carbon reduction credits as defined under the California Action Reserve or such similar definition as enacted by the State of California or the U.S. Federal Government.
- 51.4.** The proceeds of any and all other incentive programs available in relation to the System(s).

- 52. Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall either Party be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, exemplary, punitive, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 53. Confidentiality.** Provider and all Provider's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services to the extent allowed by law. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 53.1.** This Agreement, and all modifications of any kind made to this Agreement, shall be a matter of public record and shall be provided under the California Public Records Act (Government Code sect. 6250 et seq.) to any and all parties who may request it.
- 53.2.** In any event that Provider claims any information or documentation provided to District comprises private financial information or trade secrets ("Confidential Material"), Provider shall prominently mark each page claimed to be Confidential Material.
- 53.3.** If disclosure of Confidential Material is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure.
- 53.4.** The Party seeking to limit disclosure of Confidential Material sought under the California Public Records Act (Government Code sect. 6250 et seq.) or a Governmental Authority shall defend and indemnify the other Party for any expense, including, without limitation cost of litigation and attorneys' fees, incurred in connection with any claim or dispute involving disclosure or protection from disclosure of any Confidential Material.
- 54. Not Used.**
- 55. Attorney Fees and Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then the prevailing Party shall be entitled to recover its litigation and collection expenses, witness fees, court costs, and attorney's fees from the other party.
- 56. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Cerritos Community College District  
ATTN: Director of Purchasing and Contract  
Administration  
11110 Alondra Blvd.  
Norwalk, CA 90650  
562-860-2451  
562-467-5020 (Fax)

Provider:

Enviser  
ATTN: Jeff Davis  
Address: 7421 Orangewood Ave  
Garden Grove CA 92841  
Phone: 714 657 1032  
Fax: 714-891-5015

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

57. **Governing Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in county in which the District's administrative offices are located.
58. **Severability.** If any term, condition or 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 and effect, and shall not be affected, impaired or invalidated in any way.
59. **Waiver.** Any delay or forbearance in enforcing, or failure to enforce any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
60. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
61. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
62. **Cooperation.** The Parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Agreement.
63. **Binding Contract.** This Agreement shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
64. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
65. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

- 66. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
- 67. **Counterparts.** This Agreement and all amendments to it may be executed in counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one document binding all the Parties hereto.
- 68. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- 69. **Entire Contract.** This Agreement sets forth the entire contract between the parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the parties hereto pertaining to the subject matter thereof. This Agreement may be modified only in writing upon mutual consent.

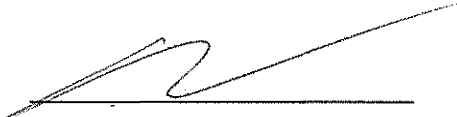
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

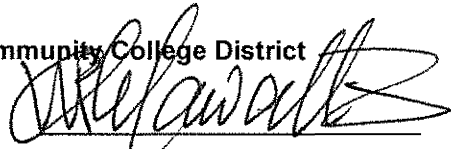
Dated: August 30, 2016

Dated: 9-13-, 2016

Envisé

Cerritos Community College District

By: 

By: 

Print Name: Payman Farrokhyar

Print Name: NOORALI DELAWALLA

Print Title: Vice President

Print Title: ACTING VP OF BUS. SCS.

**Information regarding Provider:**

Proper Name: Enviser  
License No.: 1005262  
Address: 7421 Oranewood Ave  
Garden Grove CA 92841  
Telephone: 714 657 1032  
Facsimile: 714 891 5015  
E-Mail: jdavis@enviser.com

47 3439812  
Employer Identification and/or Social Security  
Number

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Provider to furnish the information requested in this section.**

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: California
- Limited Liability Company
- Other: \_\_\_\_\_

## Exhibit A

### System(s) Description

1. **Project.** The project consist of a **Campus Energy Management System** project pursuant to Request for Proposals (RFP) and Contract Documents **RFP No. 15P008, Campus Energy Management System**, which was approved by the Board of Trustees on July 20, 2016 at its regularly scheduled meeting.
2. **The Contract Documents.** The complete Agreement consists of all Contract Documents as defined in the General Conditions of Request for Proposals (RFP) and Contract Documents **RFP No. 15P008, Campus Energy Management System**, and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
3. **Interpretation of Contract Documents.** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.



**Exhibit B – Required Forms**

## CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION FORM

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public District, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.

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

*Payman Farrokhyar*  
\_\_\_\_\_  
(Print)

*August 30, 2016*  
\_\_\_\_\_  
(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Provider's bid.

## NON-COLLUSION DECLARATION

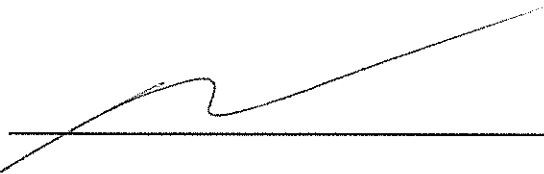
The undersigned declares:

I am the Vice President [Title] of Envisie [Name of Provider], the party submitting the foregoing bid or proposal.

The bid or proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid or proposal is genuine and not collusive or sham. The Provider has not directly or indirectly induced or solicited any other provider to put in a false or sham bid or proposal. The Provider has not directly or indirectly colluded, conspired, connived, or agreed with any provider or anyone else to put in a sham bid or proposal, or to refrain from bidding or submitting a proposal. The Provider has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Provider or any other provider, or to fix any overhead, profit, or cost element of the bid price or proposal, or of that of any other provider. All statements contained in the proposal are true. The Provider has not, directly or indirectly, submitted his or her bid price or proposal or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid or proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of Provider that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Provider.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on August 30, 2016 [Date], at Garden Grove [City], CA [State].

Signed: 

Typed Name: Payman Farrokhyar

**PAYMENT BOND**  
**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the **Cerritos Community College District** (sometimes referred to hereinafter as "Obligee") has awarded to **Envisé** (hereinafter designated as the "Principal" or "Provider"), an agreement for the work described as follows: **Campus Energy Management System** (hereinafter referred to as the "Public Work"); and

WHEREAS, said Provider is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, **Envisé**, the undersigned Provider, as Principal; and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Cerritos Community College District and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of **TWO MILLION FIVE HUNDRED NINETY FOUR THOUSAND NINE HUNDRED NINE AND 00/100 Dollars (\$2,594,909.00)**, such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Provider or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

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

SURETY:

\_\_\_\_\_

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

Attorney-in-Fact

**IMPORTANT: THIS IS A REQUIRED FORM.**

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative  
for service for service of process in California)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

STATE OF CALIFORNIA            )  
  )  
COUNTY OF                            )

ss.

On \_\_\_\_\_ before me, \_\_\_\_\_,  
a Notary Public in and for said State, personally appeared  
\_\_\_\_\_, who proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-  
Fact of the \_\_\_\_\_ (Surety) and acknowledged to me that he/she/they  
subscribed the name of the \_\_\_\_\_ (Surety) thereto and his own name as  
Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must  
be attached hereto.

**PERFORMANCE BOND**  
**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the **Cerritos Community College District** (sometimes referred to hereinafter as "Obligee") has awarded to **Enviser** (hereinafter designated as the "Principal" or "Provider"), an agreement for the work described as follows: **Campus Energy Management System** (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Provider is more particularly set forth in that certain contract for said Public Work dated **July 21, 2016**, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Provider is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, **Enviser**, the undersigned Provider, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Cerritos Community College District in the sum of **TWO MILLION FIVE HUNDRED NINETY FOUR THOUSAND NINE HUNDRED NINE AND 00/100 Dollars (\$2,594,909.00)**, said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Provider, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining



or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exonerated or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Provider shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Provider's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Provider remains.

Provider and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Provider and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

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

SURETY:

\_\_\_\_\_

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

Attorney-in-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged: \$\_\_\_\_\_ (This must be filled in by a corporate surety).

**IMPORTANT: THIS IS A REQUIRED FORM.**

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative  
for service for service of process in California)

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Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF    )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the \_\_\_\_\_ (Surety) and acknowledged to me that he/she/they subscribed the name of the \_\_\_\_\_ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

## GUARANTEE

We hereby guarantee that the \_\_\_\_\_, which we have installed \_\_\_\_\_ has been done in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agrees to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of one year from the date of the Notice of Completion of the above-mentioned structure by the Cerritos Community College District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than ten (10) days after being notified in writing by the District or within forty-eight (48) hours in the case of an emergency or urgent matter, the undersigned and its surety authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the District's enforcement of this Guarantee.

Countersigned

\_\_\_\_\_  
(Proper Name)

\_\_\_\_\_  
(Proper Name)

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

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

\_\_\_\_\_  
(Signature of Subcontract or Provider)

\_\_\_\_\_  
(Signature of General Provider if for Subcontractor)

Representatives to be contacted for service:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

**PAYMENT BOND**  
**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the **Cerritos Community College District** (sometimes referred to hereinafter as "Obligee") has awarded to **Envisé** (hereinafter designated as the "Principal" or "Provider"), an agreement for the work described as follows: **Campus Energy Management System** (hereinafter referred to as the "Public Work"); and

WHEREAS, said Provider is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, **Envisé**, the undersigned Provider, as Principal; and FEDERAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Indiana, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Cerritos Community College District and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of **TWO MILLION FIVE HUNDRED NINETY FOUR THOUSAND NINE HUNDRED NINE AND 00/100 Dollars (\$2,594,909.00)**, such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Provider or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the 2nd day of September, 2016.

PRINCIPAL/CONTRACTOR:

ENVISE

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

Tony Wang, VP/Treasurer

SURETY:

FEDERAL INSURANCE COMPANY

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

B. Aleman

Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative  
for service for service of process in California)

FEDERAL INSURANCE COMPANY

Aon Risk Insurance Services West, Inc.

436 Walnut Street

707 Wilshire Blvd. Suite 2600, Los Angeles, CA 90017

Philadelphia, PA 19106

Telephone: 215-640-1000

Telephone: 213-630-3200



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )

On September 6, 2016 before me, Monet De Jesus, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Tony Wang  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Payment Bond  
Document Date: September 2, 2016 Number of Pages: 3  
Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Tony Wang  
 Corporate Officer — Title(s): VP / Treasurer  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: Envis

Signer's Name: N/A  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On SEP 02 2016 before me, April Martinez, Notary Public, personally appeared B. Aleman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *April Martinez*  
Signature of Notary Public



Chubb  
Surety

POWER  
OF  
ATTORNEY

Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company

Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint B. Aleman, Tracy Aston, KD Conrad, Lisa Crail, Simone Gerhard, Kristine Mendez, Renato F. Reyes, Edward C. Spector and Misty Wright of Los Angeles, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations. In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 9<sup>th</sup> day of January, 2015.

Dawn M. Chloros, Assistant Secretary

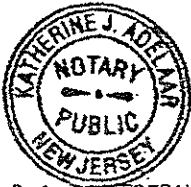
David B. Norris, Jr., Vice President



STATE OF NEW JERSEY  
County of Somerset

On this 9<sup>th</sup> day of January, 2015 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316885  
Commission Expires July 18, 2019

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **SEP 02 2016**



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

**PERFORMANCE BOND**  
**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the **Cerritos Community College District** (sometimes referred to hereinafter as "Obligee") has awarded to **Envisé** (hereinafter designated as the "Principal" or "Provider"), an agreement for the work described as follows: **Campus Energy Management System** (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Provider is more particularly set forth in that certain contract for said Public Work dated **July 21, 2016**, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Provider is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, **Envisé**, the undersigned Provider, as Principal, and FEDERAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Indiana, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Cerritos Community College District in the sum of **TWO MILLION FIVE HUNDRED NINETY FOUR THOUSAND NINE HUNDRED NINE AND 00/100 Dollars (\$2,594,909.00)**, said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Provider, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining

or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Provider shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Provider's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Provider remains.

Provider and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Provider and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 2nd day of September, 2016.

PRINCIPAL/CONTRACTOR:

ENVISE

By:   
Tony Wang, VP/Treasurer

SURETY:

FEDERAL INSURANCE COMPANY

By:   
B. Aleman  
Attorney-in-Fact

The rate of premium on this bond is Charged on a sliding scale per thousand.  
First \$1,000,000 - \$8.64/\$1,000  
Next \$1,500,000 - \$7.80-\$1,000

The total amount of premium charged: \$ \$21,080.00 (This must be filled in by a corporate surety).

**IMPORTANT: THIS IS A REQUIRED FORM.**

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative  
for service for service of process in California)

FEDERAL INSURANCE COMPANY

Aon Risk Insurance Services West, Inc.

436 Walnut Street

Philadelphia, PA 19106

707 Wilshire Blvd. Suite 2600, Los Angeles, CA 90017

Telephone: 215-640-1000

Telephone: 213-630-3200

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

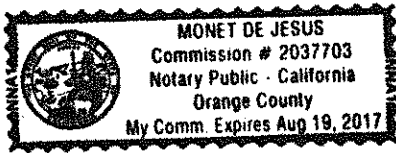
State of California )  
County of Orange )

On September 6, 2016 before me, Monet De Jesus, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Tony Wang  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *[Handwritten Signature]*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Performance Bond  
Document Date: September 2, 2016 Number of Pages: 4  
Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Tony Wang  
 Corporate Officer — Title(s): VP / Treasurer  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: Enviser

Signer's Name: N/A  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

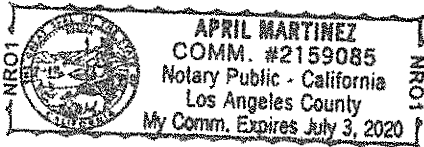
State of California

County of Los Angeles

On SEP 02 2016 before me, April Martinez, Notary Public, personally appeared B. Aleman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

*[Handwritten signature]*  
\_\_\_\_\_  
Signature of Notary Public



Chubb  
Surety

POWER  
OF  
ATTORNEY

Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company

Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint B. Aleman, Tracy Aston, KD Conrad, Lisa Crail, Simone Gerhard, Kristine Mendez, Renato F. Reyes, Edward C. Spector and Misty Wright of Los Angeles, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations. In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 9<sup>th</sup> day of January, 2015.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this 9<sup>th</sup> day of January, 2015 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr. and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2019

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

SEP 02 2016



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS

LISTED ABOVE, OR BY Telephone (908) 903-3493

Fax (908) 903-3556

e-mail: surety@chubb.com

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **August 15, 2018**

**Agenda Item No. 6**

**FROM:**

\_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:**

\_\_\_\_\_  
Felipe R. Lopez  
Vice President of Business Services/  
Assistant Superintendent

**PREPARED BY:**

\_\_\_\_\_  
Mark B. Logan  
Director, Purchasing and  
Contract Administration

<p><b>SUBJECT:        Consideration of Ratification of Change Order No. 3 [Unforeseen Conditions, Omissions, Deductive Credit], (Contract No. 15P016), Envisé, Chilled Water Expansion Project</b></p>
--

**ACTION**

It is recommended that the Board of Trustees ratify Change Order No. 3 [Unforeseen Conditions, Omissions, Deductive Credit] in the amount of \$128,187 for the Chilled Water Expansion Project.

**FISCAL IMPACT**

The amount from Change Order No. 3 will be \$128,187, increasing the contract amount to \$5,139,041. Funding will be allocated from the GO Bond.

**REPORT SUMMARY**

On February 1, 2017, the Board awarded a contract to Envisé of Garden Grove, California for the Chilled Water Expansion project. The project was let through an energy services contract per section 4217.10 et seq. of the California Government Code which authorizes public agencies such as community college districts to enter into energy service contracts on such terms as their governing bodies determine are in the best interests of the district if the determination is made at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, that the anticipated cost to the district for energy conservation services under the energy services contract will be less than the anticipated marginal cost to the district of energy that would have been consumed by the district in the absence of the energy services contract.

The focus of the Chilled Water Expansion project is to extend chilled water from existing valve boxes into buildings, install BTUH meters and differential pressure sensors/transmitters, change DX coils to CHW coils in existing air handling equipment, replace air handling equipment with new air handlers and structural upgrades for mechanical unit support.

The total amount for the attached item in Change Order No. 3 is \$128,187. The original contract amount approved by the Board was \$4,882,837. Change Order No. 3 is in compliance with applicable statutes. Change Order No. 3 is due to unforeseen conditions at the Metals, Woodworking, and Community Education Buildings. The condensate drainage lines for the air handler units on the roof of the Metals Building required routing to a different location to ensure proper drainage. The installation of an additional gas meter at the Woodworking Building was required to be provided in order to ensure complete system monitoring. The

existing roof opening at the Community Education Building needed to be enlarged to accommodate the proposed new air handling unit; the work included additional demolition of the existing roof, framing of new joints, and additional roofing materials to patch the roof. Additionally at the Community Education Building, the condensate drainage lines were upsized and routed to a different location to ensure proper drainage, and correct design omissions. A deductive credit was issued due to the removal of the gas meter at the Veterans' Resource Center from the scope of work as it was not required to be installed. Change Order No. 3 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 3.

	<b>Change Order</b>	<b>Date</b>	<b>Amount</b>	<b>Percentage of Change</b>
Pending	3	August 15, 2018	\$128,187	5.2%
	2	May 2, 2018	\$83,212	2.6%
	1	March 7, 2018	\$44,805	0.9%

Change Order types – Below is an explanation of change order types.

- Owner Added Scope – Any time the owner adds scope for various reasons. They are typically value driven.
- Agency Driven Changes – Required by Division of State Architect (DSA), municipalities, Inspector of Record (IOR), etc. and must be done for sign off.
- Unforeseen Conditions – Subsurface or existing building conditions that were unknown/uncertain during the design and not included in the documents/bid for whatever reason and now required.
- Errors – Errors in the documents by the architect or consultants.
- Omissions – Scope not included in the original documents/bid for whatever reason and now required.
- Deductive Credit – Monies are credited to the District due to project cost savings, a decrease in scope, or various reasons.

### **NOTICING REQUIREMENTS**

None is require beyond posting of this item on the agenda.

### **ATTACHMENT(S)**

Change Order No. 3 to Contract No. 15P016 - Enviser  
 Change Order No. 2 to Contract No. 15P016 - Enviser  
 Change Order No. 1 to Contract No. 15P016 - Enviser  
 Contract No. 15P016 - Enviser

Project: Cerritos College  
Central Plant Chilled Water Expansion

Change Order Number: 03

Contract # 15P016

To: Enviser  
7421 Oranewood Avenue  
Garden Grove, CA 92841  
Phone: 714-657-1497  
Fax: 714-891-5015

Date: June 11, 2018

Board Action: (Ratification)

**SUMMARY OF CHANGES:**

**Item 3.01**

Description: Provide condensate drainage lines for the air handler units on the roof of the Metals building.  
Reason: Upon review, it was determined that the air handler units (AHUs) on the roof of the Metals building required to have condensate drainage lines routed to a different location to comply with required drainage requirements.  
Benefit: Ensured the AHUs on the roof had proper drainage.  
Requested by: Tilden-Coil Constructors, Inc.  
CO Type: Unforeseen Condition

**Change Amount:** ..... \$ 18,808.00

Time Extension: .....0 Work days

**Item 3.02**

Description: Provide condensate drainage lines for the air handler units on the roof of the Community Education building – North building.  
Reason: Upon review, it was determined that the air handler units (AHUs) on the roof of the Community Education building required to have condensate drainage lines upsized, as well as routed to a different location to comply with required drainage requirements.  
Benefit: Ensured the AHUs on the roof had proper drainage.  
Requested by: Tilden-Coil Constructors, Inc.  
CO Type: Design Omission

**Change Amount:** ..... \$ 10,062.00

Time Extension: .....0 Work days

**Item 3.03**

Description: Enlarge the existing roof opening for air handler unit (AHU) #1 located on the roof of Community Ed – North building.  
Reason: Upon review, it was determined that the existing opening in the roof was required to be enlarged to accommodate the proposed new air handler unit. The work included additional demolition of the existing roof, framing new joints, as well as additional roofing materials to patch back the roof.  
Benefit: Ensured the air handler unit has the proper support required.  
Requested by: Tilden-Coil Constructors, Inc.  
CO Type: Unforeseen Condition

**Change Amount:** ..... \$ 88,510.00

Time Extension: .....0 Work days

**Item 3.04**

Description: Gas meter added to the scope of work at the north end of the Woodworking building.  
Reason: Upon review, it was determined that one (1) additional gas meter was required to be provided for the building.  
Benefit: Ensured complete gas system monitoring.  
Requested by: Tilden-Coil Constructors, Inc.  
CO Type: Unforeseen Condition

**Change Amount:** ..... \$ 14,175.00

Time Extension: .....0 Work days

**Item 3.05**

Description: Gas meter removed from the scope of work at the Veteran’s Resource Center building.  
Reason: Upon review, it was determined that a gas meter was not required to be installed.  
Benefit: Credit back to the College.  
Requested by: Owner / Tilden-Coil Constructors, Inc.  
CO Type: Deductive Credit

**Change Amount:** ..... \$ (3,368.00)

Time Extension: .....0 Work days

**SUMMARY OF COST:**

**TOTAL OF THIS CHANGE ORDER** ..... **\$128,187.00**  
**TOTAL ADDITIONAL WORKING DAYS** ..... **Days: 0**

**CONTRACT SUMMARY:**

Original Contract Amount	\$	4,882,837.00
Net change by previous Change Order	\$	128,017.00
Net sum prior to this Change Order	\$	5,010,854.00
Amount of Change Order No. 3	\$	128,187.00
New Contract Sum	\$	5,139,041.00
Percentage of Change to Contract		5.2%

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of Trustees on \_\_\_\_\_ of \_\_\_\_\_, 2018

**Requested By:**

  
6/12/18  
\_\_\_\_\_  
(SIGNATURE & DATE)

ENVISER  
AMGAD BEBawy  
PROJECT MANAGER  
7421 Orangewood Avenue  
Garden Grove, CA 92841

**Approved By:**

\_\_\_\_\_  
(SIGNATURE & DATE)  
CERRITOS COLLEGE  
FELIPE LOPEZ  
VICE PRESIDENT OF BUSINESS SERVICES

**Reviewed By:**

  
7/12/18  
\_\_\_\_\_  
(SIGNATURE & DATE)

CERRITOS COLLEGE  
DAVID C. MOORE,  
DIRECTOR OF THE PHYSICAL PLANT

**Reviewed By:**


\_\_\_\_\_  
(SIGNATURE & DATE)  
CERRITOS COLLEGE  
MARK B. LOGAN,  
DIRECTOR OF PURCHASING

**Reviewed By:**

See attached sheet  
for signature  
\_\_\_\_\_  
(SIGNATURE & DATE)

S & K ENGINEERING  
KEVIN KEYFAUVER  
PRINCIPAL

**Reviewed By:**

  
6/14/18  
\_\_\_\_\_  
(SIGNATURE & DATE)  
TILDEN-COIL CONSTRUCTORS, INC.  
DAVID BUTED  
PROJECT MANAGER

**Reviewed By:**

\_\_\_\_\_  
(SIGNATURE & DATE)  
TILDEN-COIL CONSTRUCTORS, INC.  
JIMMY RIORDAN  
PROGRAM MANAGER



The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of Trustees on \_\_\_\_\_ of \_\_\_\_\_, 2018

**Requested By:**

**Approved By:**

\_\_\_\_\_  
(SIGNATURE & DATE)  
ENVISER  
AMGAD BEBawy  
PROJECT MANAGER  
7421 Oranewood Avenue  
Garden Grove, CA 92841

\_\_\_\_\_  
(SIGNATURE & DATE)  
CERRITOS COLLEGE  
FELIPE LOPEZ  
VICE PRESIDENT OF BUSINESS SERVICES

**Reviewed By:**

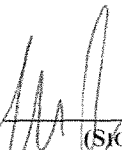
**Reviewed By:**

\_\_\_\_\_  
(SIGNATURE & DATE)  
CERRITOS COLLEGE  
DAVID C. MOORE,  
DIRECTOR OF THE PHYSICAL PLANT

\_\_\_\_\_  
(SIGNATURE & DATE)  
CERRITOS COLLEGE  
MARK B. LOGAN,  
DIRECTOR OF PURCHASING

**Reviewed By:**

**Reviewed By:**

 6-14-18  
\_\_\_\_\_  
(SIGNATURE & DATE)  
S & K ENGINEERING  
KEVIN KEYFAUVER  
PRINCIPAL

\_\_\_\_\_  
(SIGNATURE & DATE)  
TILDEN-COIL CONSTRUCTORS, INC.  
DAVID BUTED  
PROJECT MANAGER

**Reviewed By:**

\_\_\_\_\_  
(SIGNATURE & DATE)  
TILDEN-COIL CONSTRUCTORS, INC.  
JIMMY RIORDAN  
PROGRAM MANAGER

Project: Cerritos College  
Central Plant Chilled Water Expansion

Change Order Number: 02

Contract # 15P016

To: Envisé  
7421 Oranewood Avenue  
Garden Grove, CA 92841  
Phone: 714-657-1497  
Fax: 714-891-5015

Date: March 2, 2018

Board Action: (Ratification)

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**SUMMARY OF CHANGES:**

**Item 2.01**

Description: Replace the framing associated with the top chord of the existing truss member underneath AHU #2 at the Community Education building.  
Reason: Upon opening the roof, it was found that the existing trusses were rotted and not structurally acceptable to bear the weight of the new air handler unit. As a result, repairs were done to provide the structural integrity needed.  
Benefit: Ensured that the air handler unit has the proper support required.  
Requested by: Tilden-Coil Constructors, Inc.  
CO Type: Unforeseen Condition

**Change Amount:** ..... \$ 28,960.00

Time Extension: .....0 Work days

**Item 2.02**

Description: Provide additional concrete, reinforcement, and doweling along the pavement of the west and east elevations of the Gymnasium.  
Reason: Upon demolition, it was discovered that the concrete pavement thickness was greater than that typically found on campus. As a result, additional concrete was required to be poured.  
Benefit: Ensured the concrete was replaced to existing conditions.  
Requested by: Tilden-Coil Constructors, Inc.  
CO Type: Unforeseen Condition

**Change Amount:** ..... \$ 37,500.00

Time Extension: .....0 Work days

**Item 2.03**

Description: Provide additional concrete, reinforcement, and doweling replacement located along the west elevation of the Gymnasium.  
Reason: Upon review, it was determined that (3) existing concrete panels needed to be replaced to allow the installation of the future gas line along the northwest exterior of the Gymnasium.  
Benefit: Ensured the concrete was replaced to existing conditions.  
Requested by: Owner / Tilden-Coil Constructors, Inc.  
CO Type: Owner Request

**Change Amount:** ..... \$ 6,524.00

Time Extension: .....0 Work days

**Item 2.04**

Description: Cost credit for omitting the replacement of concrete panels on the exterior of the Gymnasium.  
 Reason: Upon review, it was determined that the demo and replacement of concrete panels was not needed in the four fence enclosed areas located on the four corners of the exterior of the Gymnasium.  
 Benefit: Credit back to the College.  
 Requested by: Owner / Tilden-Coil Constructors, Inc.  
 CO Type: Deductive Credit

**Change Amount:** ..... \$ (7,822.00)

Time Extension: .....0 Work days

**Item 2.05**

Description: Relocate (2) existing floor drains at AHUs #2 & 3 located in the Gymnasium.  
 Reason: Upon review, it was determined that the existing floor drains would be covered by the new air handler units. As a result, the floor drains were relocated to provide access for future maintenance. Cost includes x-ray and coring the existing concrete deck.  
 Benefit: Ensured the proper drainage was provided for maintenance.  
 Requested by: S&K Engineers  
 CO Type: Design Omission

**Change Amount:** ..... \$ 18,050.00

Time Extension: .....0 Work days

**SUMMARY OF COST:**

**TOTAL OF THIS CHANGE ORDER** ..... \$83,212.00  
**TOTAL ADDITIONAL WORKING DAYS**..... **Days: 0**

**CONTRACT SUMMARY:**

Original Contract Amount	\$	4,882,837.00
Net change by previous Change Order	\$	44,805.00
Net sum prior to this Change Order	\$	4,927,642.00
Amount of Change Order No. 2	\$	83,212.00
New Contract Sum	\$	5,010,854.00
Percentage of Change to Contract		2.6%

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of Trustees on  
16th of May, 2018

**Requested By:**

  
3/12/18  
(SIGNATURE & DATE)

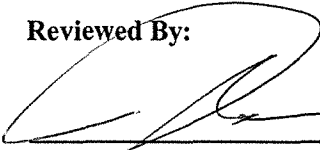
ENVISÉ  
AMGAD BEBAWY  
PROJECT MANAGER  
7421 Oranewood Avenue  
Garden Grove, CA 92841

**Approved By:**

  
5/16/18  
(SIGNATURE & DATE)

CERRITOS COLLEGE  
FELIPE LOPEZ  
VICE PRESIDENT OF BUSINESS SERVICES

**Reviewed By:**

  
3/22/2018  
(SIGNATURE & DATE)

CERRITOS COLLEGE  
DAVID C. MOORE,  
DIRECTOR OF THE PHYSICAL PLANT

**Reviewed By:**

  
4-9-18  
(SIGNATURE & DATE)

CERRITOS COLLEGE  
MARK B. LOGAN,  
DIRECTOR OF PURCHASING

**Reviewed By:**

see attached sheet  
for signature  
(SIGNATURE & DATE)

S & K ENGINEERING  
KEVIN KEYFAUVER  
PRINCIPAL

**Reviewed By:**

  
3/6/18  
(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.  
DAVID BUTED  
PROJECT MANAGER

**Reviewed By:**

  
03/09/18  
(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.  
JIMMY RIORDAN  
PROGRAM MANAGER

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of Trustees on \_\_\_\_\_ of \_\_\_\_\_, 2018

**Requested By:**

**Approved By:**

\_\_\_\_\_  
(SIGNATURE & DATE)  
ENVISER  
AMGAD BEBAWY  
PROJECT MANAGER  
7421 Orangewood Avenue  
Garden Grove, CA 92841

\_\_\_\_\_  
(SIGNATURE & DATE)  
CERRITOS COLLEGE  
FELIPE LOPEZ  
VICE PRESIDENT OF BUSINESS SERVICES

**Reviewed By:**


**Reviewed By:**

\_\_\_\_\_  
(SIGNATURE & DATE)  
CERRITOS COLLEGE  
DAVID C. MOORE,  
DIRECTOR OF THE PHYSICAL PLANT

\_\_\_\_\_  
(SIGNATURE & DATE)  
CERRITOS COLLEGE  
MARK B. LOGAN,  
DIRECTOR OF PURCHASING

**Reviewed By:**

**Reviewed By:**

  
3-6-18  
\_\_\_\_\_  
(SIGNATURE & DATE)  
S & K ENGINEERING  
KEVIN KEYFAUVER  
PRINCIPAL

\_\_\_\_\_  
(SIGNATURE & DATE)  
TILDEN-COIL CONSTRUCTORS, INC.  
DAVID BUTED  
PROJECT MANAGER

**Reviewed By:**

\_\_\_\_\_  
(SIGNATURE & DATE)  
TILDEN-COIL CONSTRUCTORS, INC.  
JIMMY RIORDAN  
PROGRAM MANAGER

Project: Cerritos College  
Central Plant Chilled Water Expansion

Change Order Number: 01

Contract # 15P016A

To: Enviser  
7421 Orangewood Avenue  
Garden Grove, CA 92841  
Phone: 714-657-1497  
Fax: 714-891-5015

Date: January 22, 2018

Board Action: (Ratification)

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**SUMMARY OF CHANGES:**

**Item 1.01**

Description: Additional chilled water piping located along the west elevation of the Gymnasium.  
Reason: Upon review, it was determined that the routing of the underground chilled water supply and return lines had to be extended and modified to avoid conflict with the future campus main gas line. In addition, existing unforeseen concrete footings needed to be modified to allow for the path of the chilled water lines.  
Benefit: Ensured that the existing utilities remained undisturbed and proper paths were provided for the proposed chilled water lines.  
Requested by: Tilden-Coil Constructors, Inc.  
CO Type: Unforeseen Condition

**Change Amount:** ..... \$ 28,178.00

Time Extension: .....0 Work days

**Item 1.02**

Description: Rerouting of existing hot water piping located in rooms 210 and 221 of the Gymnasium.  
Reason: Upon review, it was determined that the existing hot water main piping was required to be rerouted due to conflict with the proposed HVAC duct system.  
Benefit: Ensured duct work was installed to allow proper airflow without restrictions.  
Requested by: S&K Engineers  
CO Type: Unforeseen Condition

**Change Amount:** ..... \$ 10,500.00

Time Extension: .....0 Work days

**Item 1.03**

Description: Installation of additional hot water valves located in rooms 201 and 202 of the Gymnasium.  
Reason: Upon review, it was determined that additional hot water valves were required to be installed at the Gymnasium in order to isolate the north and south air handling units.  
Benefit: Ensured that the hot water can be isolated for future maintenance.  
Requested by: Tilden-Coil Constructors, Inc.  
CO Type: Owner Request

**Change Amount:** ..... \$ 6,127.00

Time Extension: .....0 Work days

**SUMMARY OF COST:**

**TOTAL OF THIS CHANGE ORDER.....** **\$44,805.00**  
**TOTAL ADDITIONAL WORKING DAYS .....** **Days: 0**

**CONTRACT SUMMARY:**

Original Contract Amount	\$	4,882,837.00
Net change by previous Change Order	\$	-
Net sum prior to this Change Order	\$	4,882,837.00
Amount of Change Order No. 1	\$	44,805.00
New Contract Sum	\$	4,927,642.00
Percentage of Change to Contract		0.9%

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of Trustees on  
7th of March, 2018

Requested By:



1/24/18

(SIGNATURE & DATE)

ENVISER  
AMGAD BEBawy  
PROJECT MANAGER  
7421 Orangewood Avenue  
Garden Grove, CA 92841

Approved By:

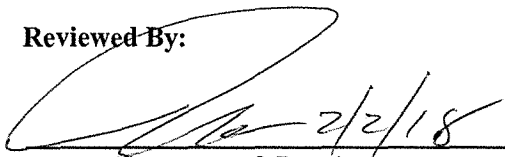


3/9/2018

(SIGNATURE & DATE)

CERRITOS COLLEGE  
FELIPE LOPEZ  
VICE PRESIDENT OF BUSINESS SERVICES

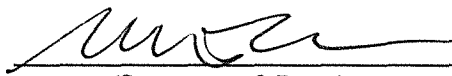
Reviewed By:



(SIGNATURE & DATE)

CERRITOS COLLEGE  
DAVID C. MOORE,  
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:



(SIGNATURE & DATE) 2.12.18

CERRITOS COLLEGE  
MARK B. LOGAN,  
DIRECTOR OF PURCHASING

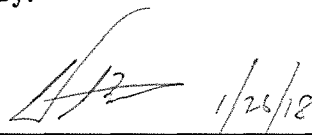
Reviewed By:

see attached sheet  
for signature

(SIGNATURE & DATE)

S & K ENGINEERING  
KEVIN KEYFAUVER  
PRINCIPAL

Reviewed By:



(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.  
DAVID BUTED  
PROJECT MANAGER

Reviewed By:



(SIGNATURE & DATE)

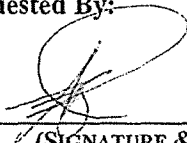
TILDEN-COIL CONSTRUCTORS, INC.  
JIMMY RIORDAN  
PROGRAM MANAGER



The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of Trustees on \_\_\_\_\_ of \_\_\_\_\_, 2018

Requested By:



1/24/18

(SIGNATURE & DATE)

ENVISER  
AMGAD BEBawy  
PROJECT MANAGER  
7421 Orangewood Avenue  
Garden Grove, CA 92841

Approved By:

(SIGNATURE & DATE)

CERRITOS COLLEGE  
FELIPE LOPEZ  
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

(SIGNATURE & DATE)

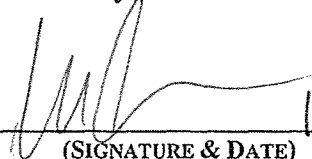
CERRITOS COLLEGE  
DAVID C. MOORE,  
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

(SIGNATURE & DATE)

CERRITOS COLLEGE  
MARK B. LOGAN,  
DIRECTOR OF PURCHASING

Reviewed By:



1-24-18

(SIGNATURE & DATE)

S & K ENGINEERING  
KEVIN KEYFAUVER  
PRINCIPAL

Reviewed By:

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.  
DAVID BUTED  
PROJECT MANAGER

Reviewed By:

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.  
JIMMY RIORDAN  
PROGRAM MANAGER



## ENERGY SERVICES CONTRACT

### Chilled Water Expansion Project

This Agreement for Design, Installation and Commissioning of Energy Conservation Facilities ("Agreement") is made as of **February 2, 2017**, between the **Cerritos Community College District** ("District") and **Enviser** ("Provider") (together, "Parties"). The Provider shall render the Services, as defined herein, in relation to all energy conservation measures, referred to as "System" or "Project," as described herein

1. **Services.** Provider shall furnish to the District all professional services, labor, equipment, material, and other services set forth in this Agreement and as otherwise reasonably required to complete all construction, installation, integration, interconnection, testing and commissioning of the improvements to real property, along with all appurtenances, fixtures, and furnishings, described in Exhibit A, "Scope and Requirements," attached hereto and incorporated herein by this reference ("Services" or "Work").
2. **Completion Date.** Provider shall commence providing the Services under this Agreement upon execution of the Agreement by both parties, and will diligently perform such Services as described herein and as otherwise reasonably required to achieve Substantial Completion of the System(s) (as defined below) in accordance with Request for Proposals (RFP) and Contract Documents **RFP No. 15P016 Chilled Water Expansion Project**.
  - 2.1. **Substantial Completion.** Completion, being the point at which the District will substantially have the beneficial use and enjoyment of the System(s), and at which time the District shall first be able to accept the System(s) as complete, means that each of the following has been achieved in accordance with the requirements of the Contract Documents:
    - 2.1.1. Mechanical Completion, defined as the point at which all work of every kind necessary to make the System(s) usable for its intended function is actually complete and all fire/life safety systems are completely installed and fully operational;
    - 2.1.2. Acceptance Testing, defined as testing of all systems comprising the System(s) in accordance with the requirements of the Agreement, the results thereof meeting the requirements set forth herein, and acceptance by the District of the successful testing, which acceptance shall not unreasonably be withheld; and
    - 2.1.3. The System(s) is capable of operating safely in accordance with all applicable laws, codes, rules and regulations.
  - 2.2. **Final Completion.** Final Completion shall occur after Substantial Completion, when Punch List items are completed, all required training has occurred and documentation has been provided to the District, including, applicable warranties, record drawings, Operation and Maintenance manuals, and as-built drawings.
    - 2.2.1. Pending Final Completion, the parties agree and acknowledge that the District may withhold from the final payment an amount not to exceed 150 percent of the reasonably estimated value of all obligations of the Provider due and remaining to be performed following Substantial Completion pursuant to Public Contract Code Section 7107.

**3. Liquidated Damages.** Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Provider's delay; therefore, Provider agrees that it shall pay to the District in accordance with Request for Proposals (RFP) and Contract Documents **RFP No. 15P016, Chilled Water Expansion Project, Appendix "013200 – A"**, per day as liquidated damages for each and every day's delay beyond the Final Completion Date that Final Completion is not achieved.

It is hereby understood and agreed that this amount is not a penalty, but is a reasonable estimate of the damages that District will incur.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Provider under this Agreement, the District may seek recovery of Liquidated Damages from the Respondent's Performance Bond Surety and/or the District may seek recovery of Liquidated Damages from the Respondent or the Performance Bond Surety without having exhausted remedies against the other.

**4. Funding/Grants/Rebates/Incentives.** As requested by the District, Provider will assist with preparing utility incentive applications, and work with CCC/IOU personnel and their third party engineers in identifying, implementing and verifying energy saving projects.

**5. Contract Documents.** The documents comprising this Agreement For Design, Installation And Commissioning include this form of Agreement and all Attachments, incorporated and made integral parts of this Agreement as though fully set forth herein, as follows:

**5.1.** Attachment A: "Scope and Requirements"

**5.2.** Attachment B: "Required Documents"

**5.2.1.** Submittal of Required Documents. Provider shall not commence the Work under this Agreement until the Provider has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below on the forms included herewith or on forms otherwise deemed acceptable to the District, in its sole discretion:

**5.2.1.1.** Noncollusion Affidavit

**5.2.1.2.** Workers' Compensation Certification

**5.2.1.3.** Drug-Free Workplace Certification

**5.2.1.4.** Not Used

**5.2.1.5.** Insurance Certificates and Endorsements

**5.2.1.6.** Performance Bond

**5.2.1.7.** Payment Bond

**5.2.2.** The above-referenced Required Documents shall be executed and presented to the District for approval within fourteen (14) days after execution of the Agreement For Design, Installation And Commissioning.

**5.3.** Attachment C: "Performance Guarantee"

6. Not Used.
7. **Compensation.** As compensation for the Work, the District shall pay to the Provider in the amount of **FOUR MILLION EIGHT HUNDRED EIGHTY TWO THOUSAND EIGHT HUNDRED THIRTY SEVEN AND 00/100 DOLLARS (\$4,882,837.00)** ("Total System(s) Price"). Such amount shall not be increased without the express approval of the Board.
8. **Expenses.** District shall not be liable to Provider for any costs or expenses paid or incurred by Provider in performing services for District.
9. **Payment.** The Total System(s) Price shall be in accordance with Request for Proposals (RFP) and Contract Documents **RFP No. 15P016, Chilled Water Expansion Project.**
10. Not Used.
11. **Independent Provider.** Provider, in the performance of this Agreement, shall be and act as an independent contractor. Provider understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Provider shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Provider's employees. Provider shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
12. **Standard of Care.** The provider shall perform its obligations under this Agreement consistent with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and locality of the Project, the covenants, terms and conditions of this Agreement, and all applicable laws, codes, rules and regulations, including, without limitation, the applicable provisions of the California Building Code (Title 24), the California Code of Regulations, Electrical Utility (Utility) Requirements, the requirements of the Division of State Architect (DSA) and the California Department of Education, the District's Design Guides and Technical Specifications, and all other federal, state, and local jurisdictions having authority. Provider represents and warrants that it is fully experienced in projects of the nature and scope of Work, and that it is properly qualified, licensed and equipped to supply and perform the Work. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof. For all purposes of the Field Act, Education Code Sections 17280 to 17316, inclusive, related regulations under Title 24 of the California Administrative Code, and rules promulgated by the State of California or any branch thereof, the Provider shall act as and bear all responsibilities of the Design Professional of Record (e.g. Architect of Record) and the Contractor of Record.
13. **Originality of Services.** Provider agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Provider and shall not be copied in whole or in part from any other source, except that submitted to Provider by District as a basis for such services.
14. **Copyright/Trademark/Patent.** Provider understands and agrees that all matters produced under this Agreement shall constitute "works made for hire" and become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Provider consents to use of Provider's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

**15. Notice to Proceed and Course of Performance.** After the Contract Documents are submitted, the District shall provide a Notice to Proceed to Provider for design work, at which time Provider shall proceed with the design work. After the design of each of the System(s) is approved by the District, the District shall provide a separate Notice to Proceed to Provider at which time Provider shall proceed with the Work of performing construction services necessary to install and/or build the System(s). Provider shall be solely responsible for scheduling and conducting all necessary meetings with appropriate District personnel and stakeholders and presenting thereto, on a regular basis from time to time during design development, design documents for review by and input from District and stakeholders. District may, in its sole discretion, reject any design, including any element of design, to which it reasonably objects, including, without limitation, on procedural, functional, financial, educational, or aesthetic grounds.

**16. Site Examination.** Provider has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Provider warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Provider's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site except for those which were not visible or apparent after reasonable inspection.

**16.1. Soils and Geotechnical Conditions.** Provider acknowledges that it has secured information on the soils and geotechnical conditions of the Site sufficient for it to evaluate the existing soils conditions. Whereupon, Provider assumes the sole and complete risk of unforeseen soils or geotechnical conditions at the Site. The Provider agrees that no claim against District will be made by the Provider for damages or loss of any kind related to such materially differing soils or geotechnical conditions, and hereby waives any rights to damages or recovery for any loss in the event the Provider fails to notify District as set forth above.

**16.2. Disclaimer of Warranty:** District does not warrant the soils or geological conditions at the Site. Any information on the soils and geotechnical conditions of the Site is provided for informational purposes, only, and is expressly understood to reflect the professional judgment of the entity that prepared it based on limited sampling and observation and may not be comprehensive or accurate in any of its findings or implications. Provider acknowledges and agrees that it has conducted an independent investigation of the Site and the soils and geological conditions of the Site adequate for the Provider to assume the risk that the soils and/or geological conditions at the Site may vary from the information provided to the Provider. District does not warrant the soils or geological conditions of the Site and Provider is fully responsible to ascertain all Site conditions for the purposes of determining construction means and methods and costs of construction of the System(s).

**16.3. Existing Utilities.** Provider shall be responsible for the investigation of the Site with respect to any underground utilities including, without limitation, trunk, mainline and service utilities. It shall be the responsibility of Provider to determine, within reason, the exact location of all utilities. Provider shall make its own reasonable investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities.

**17. Materials.** Provider shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

**17.1. Anti-Trust Claim.** Provider and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment

shall be made and become effective at the time the District tenders final payment to the Provider, without further acknowledgment by the parties.

- 17.2. Substitutions.** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.
- 17.3. Hazardous Materials.** If photovoltaic modules using hazardous materials are to be provided by Provider, then the environmental impact of the hazardous material usage must be discussed, including any special maintenance requirements and proper disposal/recycling of the modules at the end of their useful life. Modules containing hazardous materials must comply with the EPA Landfill Disposal Requirements. Any additional costs and/or District responsibilities related to photovoltaic modules containing hazardous materials must be clearly identified.
- 18. Equipment and Labor.** Provider shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
- 18.1. Conduct of the Work.** Provider is responsible for the Work, including without limitation, all labor, materials, equipment tools and implements needed for design, engineering, permits, fees, approvals, project management, construction, alteration, installation, integration, interconnection, startup, training, checkout, warranty, and insurance specifically associated with the Work to be performed, in order to make the Work fully operational. Provider is not responsible for any equipment, systems, controls, comfort problems, balancing, duct cleaning, etc. not specifically included in this Agreement. Provider will provide submittals and engineered drawings (if required), for District's technical review and written approval, prior to initiating construction. All construction and associated cleanup shall be performed and scheduled so as to minimize any disruption with any ongoing District activities. Provider requires all underground conduits between buildings to be clear of obstruction, of sufficient size to accommodate new wire and cable, and easily accessible.
- 19. Warranty/Quality.** Unless a longer warranty is called for elsewhere in this Agreement, the Provider, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located.
- 19.1.** Provider shall assign to District all manufacturer's warranties for material and/or equipment integrated into or incidental to the System(s) prior to and as a condition of Final Completion.
- 20. Correction of Errors.** Provider shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Provider's failure to comply with the standard of care required herein.
- 21. Trench Shoring.** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Provider must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
- 22. Excavations Over Four Feet.** This Article shall pertain to all Construction comprising the excavation of any trench or trenches four (4) feet or more in depth.
- 22.1.** If applicable, Provider shall submit to the District for acceptance, in advance of excavation, a

detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches four (4) feet or more in depth. Provider's plan shall be prepared by a registered civil or structural engineer. As a part of the plan, a note shall be included stating that Provider's registered civil or structural engineer certifies that the plan complies with the current and applicable CAL-OSHA Construction Safety Orders, or stating that Provider's registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders. No excavation of any such trenches shall be commenced until said plan has been accepted by the District or by the person to whom authority to accept has been delegated by the District.

All shoring submittals shall include surcharge loads from adjacent embankments, construction loads, and spoil bank. Submittals shall indicate minimum horizontal distance from top of trench to edge of all surcharge loads for all cases of shoring and side slopes.

Nothing in this Article shall relieve Provider of the full responsibility for providing shoring, bracing, sloping, or other provisions adequate for worker protection. Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon District, its Board, or any of its employees.

**22.2.** In relation to digging trenches or other excavations that extend deeper than four (4) feet below the surface of the ground, Provider shall comply with the following requirements and include similar provisions in any contract for the Project which involves digging trenches or other excavations:

**22.2.1.** Provider shall promptly, and before the following conditions are disturbed, notify District, in writing, of any:

**22.2.1.1.** Material that the Provider or any Subcontractor or Consultant believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;

**22.2.1.2.** Subsurface or latent physical conditions at the Site differing from those indicated;

**22.2.1.3.** Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Construction Provisions.

**22.2.2.** District shall promptly investigate the conditions and, if it finds that the conditions do materially so differ or do involve hazardous waste and cause a decrease or increase in the Provider's cost of or the time required for performance of any part of the work, shall issue a change order under the procedures described in the contract.

**22.2.3.** In the event that a dispute arises between the District and the Provider, whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in the Provider's cost of or time required for performance of any part of the work, the Provider shall not be excused from any scheduled completion date provided for by the Construction Provisions but shall proceed with all work to be performed under the Construction Provisions. The Provider shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

## **23. STORM WATER POLLUTION PREVENTION**

**23.1. Application** This Section addresses the preparation, implementation and monitoring of a Storm Water Pollution Prevention Plan (SWPPP) for the purpose of preventing the discharge of pollutants from the construction site. This includes the elimination of pollution discharges such as improper dumping, spills or leakage from storage tanks or transfer areas. The District will not issue a Notice to Proceed until Provider has prepared by a qualified individual and obtained approval of the Permit Registration Documents ("PRDs") that include a Notice of Intent, Construction Risk Calculation, Site Map, SWPPP, Annual Fee and any additional required documents from all applicable Local Governing Agencies including the Regional Water Quality Control Board. The Provider shall also secure a certification that the Project has met all of the conditions of the General Construction Activity Storm Water Permit (GCASP) and comply with all applicable local, state and federal regulations governing storm water pollution prevention.

### **23.2. References and Materials**

**23.2.1.** - California Stormwater Quality Association New Development and Redevelopment Best Management Practice Handbook

**23.2.2.** - 2009 California Stormwater Quality Association Construction BMP Handbook.

**23.2.3.** - State Water Resources Control Board (2009). Order 2009-0009-DWQ, NPDES General Permit No. CAS000002: Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbing Activities. Available on-line at:

[http://www.waterboards.ca.gov/water\\_issues/programs/stormwater/construction.shtml](http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml). - Use materials of a class, grade and type needed to meet the performance described in the BMP Handbook.

### **23.3. Preparation and Approval**

**23.3.1.** The Provider shall prepare by a qualified individual the PRDs that include a Notice of Intent, Construction Risk Calculation, Site Map, SWPPP, Annual Fee and any additional required documents. The Provider's Qualified SWPPP Developer ("QSD") shall prepare the Storm Water Pollution Prevention Plan (SWPPP) as required to comply with storm water pollution regulations for project sites with storm water discharges associated with construction activity such as clearing or demolition, grading, excavation and other land disturbances. The SWPPP shall apply to all areas that are directly related to construction activity, including but not limited to staging areas, storage yards, material borrow areas, and access roads.

**23.3.2.** The Provider shall prepare and submit to the Local Governing Agencies and the District the SWPPP for review and approval if the project sites, new or existing, with land disturbance of 1 or more acres (or less than 1 acres if part of a common plan of development); the construction activity that results in land surface disturbances of less than one acre is part of a larger common plan of development or sale of one or more acres of disturbed land surface; or the construction activity associated with Linear Underground/Overhead Projects ("LUPs") including, but not limited to, those activities necessary for the installation of underground and overhead linear facilities (e.g., conduits, substructures, pipelines, towers, poles, cables, wires, connectors, switching, regulating and transforming equipment and associated ancillary facilities) and include, but are not limited to, underground utility mark-out, potholing, concrete and asphalt cutting and removal, trenching, excavation, boring and drilling, access road and



pole/tower pad and cable/wire pull station, substation construction, substructure installation, construction of tower footings and/or foundations, pole and tower installations, pipeline installations, welding, concrete and/or pavement repair or replacement, and stockpile/borrow locations.

**23.3.3.** The Provider shall also pay annual renewal fee(s) until the contract is completed and make all such checks payable to the State Water Resources Control Board. The Notice of Intent must be submitted at least two weeks prior to the commencement of construction activities.

**23.3.4.** The Provider shall prepare the SWPPP by following the format in Sections 2, 3, 4 and Appendices A through F of the California Stormwater BMP Handbook - Construction, January 2009 edition, published by the California Stormwater Quality Association. The publication is available from:

California Stormwater  
Quality Association  
P.O. Box 2105  
Menlo Park, CA 94026-2105  
Phone: (650) 366-1042  
E-mail: [info@casqa.org](mailto:info@casqa.org)

or

<https://www.casqa.org/store/products/tabid/154/p-167-construction-handbookportal-initial-subscription.aspx>

**23.3.5.** Where land disturbance is less than 1 acre, any BMPs indicated in the BMP Handbook needed to prevent or minimize storm water pollution shall be implemented at no extra cost to the District.

**23.3.6.** Within two weeks after Award of Contract by the District, the Provider shall submit to the District's Civil Engineer one copy of the PRDs including the SWPPP for review. After the District's approval, the Provider shall provide approved copies of the SWPPP as follows: one copy each to the District's Construction Inspector, District's Construction Manager, District Architect, Commissioned Architect and District's Civil Engineer

**23.4.** Implementation. The Provider shall implement the Storm Water Pollution Prevention Plan by doing the following:

**23.4.1.** Obtain a Waste Discharger Identification (WDID) number from the SWRCB before beginning construction. This number will be issued once your PRDs are administratively accepted and fee is received.

**23.4.2.** Keep the SWPPP, REAPs, monitoring data on the construction site.

**23.4.3.** Employ a Qualified SWPPP Practitioner (QSP) to implement the SWPPP during construction and develop Rain Event Action Plans ("REAPs").

**23.4.4.** Install, inspect, maintain and monitor BMPs required by the General Permit.

**23.4.5.** Install perimeter controls prior to starting other construction work at the site.

23.4.6. Contain on-site storm water at the jobsite. Do not drain on-site water directly into the storm drain.

23.4.7. Implement the SWPPP.

23.4.8. Provide SWPPP and BMP implementation training for those responsible for implementing the SWPPP.

23.4.9. Designate trained personnel for the proper implementation of the SWPPP.

23.4.10. Conduct monitoring, as required, and assess compliance with the Numeric Action Levels (NALs) or Numeric Effluent Limitations (NELs) appropriate to your project.

23.4.11. Report monitoring data.

23.4.12. Maintain a paper or electronic copy of all required records for three years from the date generated or date submitted, whichever is last. These records must be available at the construction site until construction is completed.

23.4.13. Have a QSD revise the SWPPP as needed to reflect the phases of construction and to suit changing site conditions and instances when properly installed systems are ineffective.

23.4.14. Assist the District with entering any necessary data or information into the Stormwater Multi-Application and Reporting System ("SMARTS") system.

23.4.15. At the end of Construction Contract:

23.4.15.1. Submit Notice of Termination (NOT) into the SMARTS when construction is complete and conditions of termination listed in the NOT have been satisfied. A copy of the NOT can be found at:  
[http://www.waterboards.ca.gov/water\\_issues/programs/stormwater/construction.shtml](http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml).

23.4.15.2. Leave in place storm water pollution prevention controls needed for post-construction storm water management and remove those that are not needed as determined by the District. Thereafter, left-in-place controls will be maintained by the District.

23.4.15.3. Provide Site Monitoring Reports, SWPPP revisions, Compliance Certifications and related documents to the District. Post-construction storm water operation and management plan as mentioned in the compliance certifications are considered to be in place at the end of the Construction Contract.

23.5. Monitoring. The Provider shall conduct examination of storm water pollution prevention controls as required by the State Water Resources Control Board (2009). Order 2009-0009-DWQ, NPDES General Permit No. CAS000002: Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbing Activities. This includes properly qualified personnel performing all required monitoring, testing, inspections and monitoring. The Provider shall also conduct examination of storm water pollution prevention controls, as well as before and after each storm event in compliance with the State Water Resources Control Board Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit No. CAS000002, Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbance Activities (General Permit) (SWRCB, 2009).and at least once each 24-hour period during extended storm events to identify BMP effectiveness and implement

repairs or BMP changes as soon as feasible. All maintenance related to a storm event should be completed within 48 hours of the storm event. The Contactor shall also prepare and maintain, at the jobsite, a log of each inspection using Site Monitoring Report forms.

**23.6. Liabilities and Penalties**

**23.6.1.** Review of the SWPPP and inspection logs by the District shall not relieve the Provider from liabilities arising from non-compliance with storm water pollution regulations.

**23.6.2.** Payment of penalties for non-compliance by the Provider shall be the sole responsibility of the Provider and will not be reimbursed by the District.

**23.6.3.** Compliance with the Clean Water Act pertaining to construction activity is the sole responsibility of the Provider. For any fine(s) levied against the District due to non-compliance by the Provider, the District will deduct from the final payment due the Provider the total amount of the fine(s) levied on the District, plus legal and associated costs.

**23.6.4.** The Provider shall submit to the District a completed NOI for change of information (Construction Site Information and Material Handling/Management Practices).

**24. Lead-Based Paint.** No lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Provider must execute the Lead-Based Paint Certification, if applicable.

**25. Change in Scope of Work.** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District and approved by the District Board. The foregoing notwithstanding, the Provider shall continue to perform its Work under the Agreement and shall not cause a delay of the Work by virtue of the inability of District and Provider to agree upon the extent of any adjustment to the Contract Time and/or the Total System(s) Price on account of such change. Provider specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Total System(s) Price by fair and reasonable valuations.

**25.1. Adjustment to Total System(s) Price.** Adjustments to the Total System(s) Price due to Changes in the Work shall be determined by application of one of the following methods, in the following order of priority:

**25.1.1. Mutual Agreement.** By negotiation and mutual agreement, on a lump sum basis, between District and Provider on the basis of the estimate of the actual and direct increase or decrease in costs on account of the Change.

**25.1.2. Determination by the District.** The District shall notify Provider in writing of its determination of the actual and necessary costs incurred by the Provider on the basis of Provider's records. Provider shall be deemed to have accepted the District's determination of the amount of adjustment to the Total System(s) Price on account of a Change to the Work unless Provider shall notify the District, in writing, not more than fifteen (15) days from the date of the District's written notice, of any objection to the District's determination.

**25.1.3. Basis for Adjustment of Total System(s) Price.** If Changes in the Work require an adjustment of the Total System(s) Price, the basis for adjustment of the Total System(s) Price shall be as follows:

**25.1.3.1.1. Labor.** Provider shall be compensated for the actual costs, without markup, of labor actually and directly utilized in the performance of the Change. Such labor costs shall be limited to field labor for which there is a prevailing wage rate classification. Wage rates for labor shall not exceed the prevailing wage rates in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Change. Use of a labor classification which would increase labor costs associated with any Change shall not be permitted. Labor costs shall exclude costs incurred by the Provider in preparing estimate(s) of the costs of the Change, in the maintenance of records relating to the costs of the Change, coordination and assembly of materials and information relating to the Change or performance thereof, or the supervision and other overhead and general conditions costs associated with the Change or performance thereof.

**25.1.3.1.2. Materials and Equipment.** Provider shall be compensated for the actual costs, without markup, of materials and equipment necessarily and actually used or consumed in connection with the performance of Changes. Costs of materials and equipment may include reasonable costs of transportation from a source closest to the site of the Work and delivery to the Site. If discounts by Material Suppliers are available for materials necessarily used in the performance of Changes, they shall be credited to the District. If materials and/or equipment necessarily used in the performance of Changes are obtained from a supplier or source owned in whole or in part by the Provider, compensation therefor shall not exceed the current wholesale price for such materials or equipment. If, in the reasonable opinion of the District, the costs asserted by the Provider for materials and/or equipment in connection with any Change is excessive, or if the Provider fails to provide satisfactory evidence of the actual costs of such materials and/or equipment from its supplier or vendor of the same, the costs of such materials and/or equipment and the District's obligation for payment of the same shall be limited to the then lowest wholesale price at which similar materials and/or equipment are available in the quantities required to perform the Change. The District may elect to furnish materials and/or equipment for Changes to the Work, in which event the Provider shall not be compensated for the costs of furnishing such materials and/or equipment or any mark-up thereon.

**25.1.3.1.3. Construction Equipment.** Provider shall be compensated for the actual cost, without markup, of the necessary and direct use of Construction Equipment in the performance of Changes to the Work. Use of such Construction Equipment in the performance of Changes to the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Construction Equipment moved by its own power shall include time required to move such Construction Equipment to the site of the Work from the nearest available rental source of the same. If Construction Equipment is not moved to the Site by its own power, Provider will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving

time or loading and transportation time shall be allowed if the Construction Equipment is used for performance of any portion of the Work other than Changes to the Work. Unless prior approval in writing is obtained by the Provider from the District, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. Provider shall not be entitled to an allowance or any other compensation for Construction Equipment or tools used in the performance of Changes to the Work where such Construction Equipment or tools have a replacement value of \$500.00 or less. Construction Equipment costs claimed by the Provider in connection with the performance of any Change to the Work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Architect, the Project Inspector and the District, the allowable rate for the use of Construction Equipment in connection with Changes to the Work shall constitute full compensation to the Provider for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the Construction Equipment operator), and any all other costs incurred by the Provider incidental to the use of such Construction Equipment.

**25.1.3.1.4. Overhead.** In determining the cost to the District and the extent of increase to the Total System(s) Price resulting from a Change adding to the Work, the allowance for overhead (including home office and field overhead), general conditions costs and profit (hereinafter "Change Order Overhead") associated with the Change shall not exceed shall not exceed 15% of the direct actual costs for performance of the Change. In the event a portion of Changes to the Work is performed by a first tier subcontractor, the subcontractor Change Order Overhead shall not exceed 15%. In the event a portion of Changes to the Work is performed by a sub-subcontractor, the sub-subcontractor Change Order Overhead shall not exceed 15%. The subcontractor markup on the total charges of a sub-subcontractor of any lower tier is limited to 5% of the costs of such change, regardless of the number of subcontractors, of any tier, performing any portion of any Change to the Work.

**25.1.3.1.5.** If a Change to the Work reduces the Total System(s) Price, no profit, general conditions or overhead costs shall be paid by the District to the Provider for the reduced or deleted Work.

**25.1.4. Required Documentation.** Provider agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Provider or a subcontractor. Provider shall maintain detailed records on a daily basis. Such records shall include without limitation hourly records for labor and Construction Equipment and itemized records of materials and equipment used that day in connection with the performance of any Change to the Work. In the event that more than one Change to the Work is performed by the Provider in a calendar day, Provider shall maintain separate records of labor, Construction Equipment, materials and equipment for each such Change. In the event that any Subcontractor, of any tier, shall provide or perform any portion of any Change to the Work, Provider shall require that each such Subcontractor maintain records in accordance with this Article. Each daily record maintained hereunder shall be signed by Provider's Superintendent or Provider's

authorized representative; such signature shall be deemed Provider's representation and warranty that all information contained therein is true, accurate, complete, and relate only to the Change referenced therein. All records maintained by a subcontractor, of any tier, relating to the costs of a Change to the Work shall be signed by such subcontractor's authorized representative or superintendent. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District upon request. In the event that Provider shall fail or refuse, for any reason, to maintain or make available for inspection, review and/or reproduction such records and the adjustment to the Total System(s) Price on account of any Change to the Work is determined pursuant to this Article, the District's reasonable good faith determination of the extent of adjustment to the Total System(s) Price on account of such Change shall be final, conclusive, dispositive and binding upon Provider.

**25.2. Adjustment to Contract Time.** The Contract Time shall be extended or reduced by change order for a period of time commensurate with the time reasonably necessary to perform such Change. Provider shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Provider fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

**26. Claims.** If Provider shall claim compensation for any reason, including, without limitation, changes to the in the Work or Services, extensions of time, and/or damages sustained by Provider for which it may seek recovery from the District ("Claim"), Provider shall, within ten (10) business days after the first occurrence giving rise to the Claim, make and deliver to the District a written statement of the amount of the Claim, the first occurrence giving rise to the Claim, and description of the occurrences, events and bases for the Claim ("Notice of Claim"). Provider shall file with the District an itemized statement of all details and the amount of the Claim within fifteen (15) business days of delivery to District of the Notice of Claim.

**26.1. Bar Against Claims for Failure to Follow Contract Procedures.** Unless the Notice of Claim shall be made as required, Provider's claim for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage. Provider expressly acknowledges and agrees that this provision shall not be waived or otherwise modified by any communication not rendered to the Provider in writing by the District, and that this is a reasonable notice provision pursuant to Public Contract Code section 7102 and Government Code section 930.2.

**27. Workers.** Provider shall at all times enforce strict discipline and good order among Provider's employees, Subcontractors, Consultants, and all other invitees to the Site and shall not employ or allow the employment on the work of any unfit person or anyone not skilled in work assigned to Provider.

**27.1.** Provider shall remove from the Site any person in the employ of Provider or any Subcontractor or Consultant whom District may deem incompetent or unfit and such worker shall not again participate in the work and shall not again be employed on it except with written consent of District.

**27.2.** Provider shall take all reasonable steps necessary to ensure that any employees of Provider or any of its Subcontractors or Consultants report for work in a manner fit to do their job. Such employees shall not be under the influence of or in possession of any alcoholic beverage or any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety at the Site is not affected thereby). Provider shall advise its employees, Subcontractors, suppliers, and invitees of these requirements before they enter on the Site and shall immediately remove from the Site any person in violation of these

requirements as determined by Provider or by the District. Provider shall impose these requirements on its Subcontractors, suppliers, and other invitees. Provider shall execute, under penalty of perjury, the certification of a drug-free workplace on the forms provided herewith provided herewith.

**28. Wages.**

- 28.1. Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the governing body of District has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of workmen needed to execute the contract.
- 28.2. Per Diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in Labor Code § 1773.1 apprenticeship or other training programs authorized by Labor Code § 3093, and similar purposes when the term "per diem wages" is used herein.
- 28.3. Each worker needed to execute the work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements in accordance with Labor Code § 1773.1.
- 28.4. Holiday and overtime work when permitted by law shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified.
- 28.5. Each worker of Provider and any of its Subcontractors engaged in work on the System(s) shall be paid not less than the prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between Provider or any Subcontractors and such workers.
- 28.6. Provider shall, as a penalty to the District, forfeit an amount as determined by the Labor Commissioner pursuant to Labor Code § 1775 for each calendar day, or portion thereof, for each worker paid less than the prevailing rate as determined by the director for such work or craft in which such worker is employed for any public work done under the contract by him or by any Subcontractor under him. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Provider.
- 28.7. Copies of the determined prevailing wage rates are on file and available upon request at the District's office. District shall provide Provider with current prevailing wage rates, in writing. Provider shall post, at an appropriate conspicuous point on the Site, a schedule showing all determined general prevailing wage rates.
- 28.8. Any worker employed to perform work on the System(s) which is not covered by any classification available in the District office, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds with work to be performed by him, and that minimum wage rate shall be retroactive to the time of initial employment of the person in the classification.

**29. Record Of Wages Paid: Inspection.** Pursuant to Labor Code § 1776, Provider stipulates to the following:

- 29.1. Provider and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities Lease and Construction Provisions. Such records shall be on forms provided by

the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code § 1776.

**29.2.** The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Provider on the following basis:

**29.2.1.** A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative.

**29.2.2.** A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished to a representative of the District, and to the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.

**29.2.3.** A certified copy of all payroll records enumerated in subdivision (a) shall be made available to the public for inspection or copies thereof. However, a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Provider, Subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Provider.

**29.2.4.** Provider shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.

**29.2.5.** Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of Provider awarded the contract or performing the contract shall not be marked or obliterated.

**29.2.6.** Provider shall inform the District of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change of location and address.

**29.2.7.** In the event of noncompliance with the requirements of this Article, Provider shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Provider must comply with this Article. Should noncompliance still be evident after such 10-day period, Provider shall pay a penalty of FIFTY DOLLARS (\$50.00) to the District for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

**29.2.8.** The responsibility for compliance with this Article shall rest upon Provider.

### **30. Hours Of Work.**

**30.1.** As provided in Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Provider stipulates that eight (8) hours of labor shall constitute a legal day's work.



The time of service of any worker employed at any time by Provider or by the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Providers in excess of eight (8) hours per day and forty (40) hours during any one week upon this public work shall be permitted compensation of all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

- 30.2.** Provider shall pay to the District a penalty of TWENTY-FIVE DOLLARS (\$25.00) for each worker employed in the execution of these Construction Provisions by Provider or by any Subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation to the worker so employed by Provider is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.
- 30.3.** Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District, unless otherwise agreed to by the parties.
- 30.4.** Construction work under the Construction Provisions shall be accomplished on a schedule consistent with the normal and reasonable practices of Provider and in compliance with applicable ordinances.

### **31. Apprentices.**

- 31.1.** All apprentices employed by Provider to perform services under these Construction Provisions shall be paid the standard wage paid to apprentices under the regulation of the craft or trade at which that apprentice is employed, and shall be employed only at the work of the craft or trade in which that apprentice is registered. Only apprentices, as defined in Labor Code § 3077, who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing at Section 3070), Division 3 of the Labor Code, are eligible to be employed under these Construction Provisions. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprenticeship agreements under which that apprentice is training.
- 31.2.** When Provider to whom the work under these Construction Provisions is awarded by the District or any Subcontractor under Provider, in performing any of the work under the Construction Provisions, employs workers in any apprenticeable craft or trade, Provider and Subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the Site of the public work, for a certificate approving Provider or Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. Provider or Subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the public work, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but in no case shall the ratio be less than one hour of apprentice work for each five (5) hours of labor performed by a journeyman, except as otherwise provided in Section 1777.5 of the Labor Code. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

- 31.3. "Apprenticeable craft or trade" as used in Labor Code § 1777.5 and this Article, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.
- 31.4. Provider, or any Subcontractor which, in performing any of the work under this contract, employs journeymen or apprentices in any apprenticeable craft or trade and which is not contributing to a fund or funds to administer and conduct the apprenticeship programming of any craft or trade in the area of the Site of the public work, to which fund or funds other Providers in the area of the Site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which that Provider employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as other Providers do, but where the trust fund administrators are unable to accept the funds, Providers not signatory to the trust agreement shall pay like amount to the California Apprenticeship Council. Provider or Subcontractor may add the amount of such contributions in computing their bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code § 227.
- 31.5. The responsibility of compliance with Labor Code § 1777.5 and this Article for all apprenticeable occupations is with Provider.
- 31.6. The interpretation and enforcement of Sections 1777.5 and 1777.7 of the Labor Code shall be in accordance with the rules and procedures of the California Apprenticeship Council.
32. **Provider Supervision.** Provider shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
33. **Not Used.**
34. **Safety and Security.** Provider is responsible for maintaining safety in the performance of this Agreement. Provider shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on campus grounds, particularly when children are present.
35. **Clean Up.** Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
36. **Access to Work.** District representatives shall at all time have access to the Work wherever it is in preparation or in progress. Provider shall provide safe and proper facilities for such access.
37. **Protection of Work and Property.** Provider shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Provider, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
38. **Occupancy.** District reserves the right to occupy improvements comprising or related to the System(s) at any time before Final Completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
39. **Force Majeure.** Provider shall be excused from performance hereunder during the time and to the extent that it is actually prevented, despite the Provider taking all commercially reasonable actions to mitigate such prevention of performance, by an occurrence of Force Majeure. As used herein, the term "Force Majeure" shall include, without limitation, (1) theft, vandalism, sabotage, riots or civil disturbances, (2) acts of God, (3) acts of the public enemy, (4) terrorist acts affecting the Site, (5)

willful and deliberate acts, or active and primary negligence of the District, (6) volcanic eruptions, earthquake, hurricane, flood, ice storms, explosion, fire, lightning, power surge, landslide or similarly cataclysmic occurrence, (7) insect or animal damage, (8) prohibitions imposed by new law or regulation, (9) appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof, or (10) any other action by any superior governmental authority (including, without limitation, an unstayed order of a court or administrative agency). Economic hardship shall not constitute an occurrence of Force Majeure under this Agreement.

**40. Ownership of Work Product.** In accordance with Education Code Sections 17316 and 17317, and subject to the provisions thereof, Provider agrees that any and all intellectual Site(s), including, but not limited to, all ideas, concepts, themes, computer programs or parts thereof, documentation or other literature, or illustrations, or any components thereof, conceived, developed, written, or contributed by Provider, either individually or in collaboration with others, pursuant to this Agreement, shall belong to and be the sole property of District.

**40.1.** Provider agrees that all rights in all works prepared or performed by Provider pursuant to this Agreement, including patent rights and copyrights applicable to any of the intellectual Site(s) described in Subsection (a) above, shall belong exclusively to District and shall constitute "works made for hire."

**40.2.** The provisions of this Section shall not apply to any of Provider's rights in any invention for which no equipment, supplies, facilities, or trade secret information of District was used, which was developed entirely on Provider's own time, and which:

**40.2.1.** Does not relate, at the time of conception or reduction to practice of the invention, to District's business or to District's actual or demonstrably anticipated research or development; or

**40.2.2.** Does not result from any work performed by Provider for District.

#### **41. Termination.**

**41.1. For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Provider only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Provider. Notice shall be deemed given when received by the Provider or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Provider for work completed to date as a pro-rata amount of the full fees, costs, and expenses.

**41.2. With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

**41.2.1.** material violation of this Agreement by the Provider; or

**41.2.2.** any act by Provider exposing the District to liability to others for personal injury or property damage; or

**41.2.3.** Provider is adjudged a bankrupt, Provider makes a general assignment for the benefit of creditors or a receiver is appointed on account of Provider's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination,

the District may secure the required services from another Provider. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, Provider shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 41.3.** Upon termination, Provider shall provide the District with all documents produced maintained or collected by Provider pursuant to this Agreement, whether or not such documents are final or draft documents.

**42. Indemnification.** The Parties hereto agree to indemnify each other as set forth below:

**42.1. Indemnification by Provider.**

**42.1.1.** Provider shall defend, indemnify and hold harmless District, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Provider shall protect and defend, at its own expense, District, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Section. Furthermore, Provider agrees to and does hereby defend, indemnify and hold harmless District, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

**42.1.1.1.** Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of District.

**42.1.1.2.** Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Provider or any person, firm or corporation employed by Provider, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of District.

**42.1.1.3.** Any dispute between Provider and Provider' subcontractors/ supplies/ sureties, including, but not limited to, any failure or alleged failure of Provider (or any person hired or employed directly or indirectly by Provider) to pay any subcontractor or materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

**42.1.2.** Provider, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against District, its officers,

agents or employees, on account of or founded upon any cause, damage, or injury identified in this Section and shall pay or satisfy any judgment that may be rendered against District, its officers, agents or employees in any action, suit or other proceedings as a result of any damage, injury or loss identified in this Section.

- 42.2.** To the furthest extent permitted by California law, and up to the amount of the Total System Price, District shall defend, indemnify, and hold harmless Provider, agents, representatives, officers, consultants and employees from any and all third party claims of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death or property damage arising out of, connected with, or resulting from the sole or active negligence, or willful misconduct of District.
- 43. Insurance.** The Provider shall procure and maintain at all times it performs any portion of the Services the insurance in accordance with Request for Proposals (RFP) and Contract Documents **RFP No. 15P016, Chilled Water Expansion Project, General Conditions, Document 00 72 13-Article 13.**
- 44. Payment Bond and Performance Bond.** Provider shall not commence the Work until it has provided to the District, in a form provided by the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Total System(s) Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
- 45. Permits and Licenses.** Provider and all Provider's employees or agents shall secure and maintain in force, at Provider's sole cost and expense, such permits and licenses as are required by law in connection with the furnishing of materials, supplies, or services pursuant to this Agreement.
- 46. Assignment.** The rights, burdens, duties, or obligations of Provider pursuant to this Agreement shall not be assigned by the Provider without the prior written consent of the District.
- 47. Subcontractors.** Subcontractors, if any, engaged by the Provider for any Service or Work under this Agreement shall be subject to the approval of the District. Provider agrees to bind every subcontractor by the terms of the Agreement as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Provider shall subcontract any part of this Agreement, Provider shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the District.
- 48. Compliance with Laws.** Provider shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Provider shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Provider observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Provider shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Provider's receipt of a written termination notice from the District. If Provider performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Provider shall bear all costs arising therefrom.
- 48.1.** Provider hereby acknowledges that the District's representative, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Provider's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. Provider shall be liable for any delay caused by its non-compliant Work.

- 49. Audit.** In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable), records of both the District and the Provider shall be subject to examination and audit for a period of five (5) years after a Final Payment or the Recording of a Notice of Completion, whichever occurs first.
- 49.1.** Provider shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Provider transacted under this Agreement. Provider shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.
- 49.2.** Provider shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services, as well as any payments to, demand for payment by, and Claims made by Provider.
- 49.3.** Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Provider and shall conduct audit(s) during Provider's normal business hours, unless Provider otherwise consents.
- 50. Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Provider agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Provider agrees to require like compliance by all its subcontractors.
- 51. Environmental Attributes and Energy Credits.** District shall own all right, title, and interest associated with or resulting from the development, construction, installation and ownership of the System(s) and each of its component parts. This ownership includes the production, sale, purchase or use of the energy output including, and includes without limitation:
- 51.1.** All Environmental Incentives associated in any way with the Generating Facilities. "Environmental Incentives" means all rights, credits (including tax credits), rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Generating Facilities or the energy produced or otherwise from the development, construction, installation or ownership of the Generating Facilities or the production, sale, purchase, consumption or use of the energy produced from the Generating Facilities. Without limiting the forgoing, Environmental Incentives includes green tags, renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives of any kind and the right to claim federal income tax credits under Section 45 or 48 of the Code as such credits are available arising from the Environmental Attributes of the System(s), if any.
- 51.2.** All reporting rights and the exclusive rights to claim responsibility for the reductions in emissions of pollution and greenhouse gases.
- 51.3.** All carbon reduction credits as defined under the California Action Reserve or such similar definition as enacted by the State of California or the U.S. Federal Government.
- 51.4.** The proceeds of any and all other incentive programs available in relation to the System(s).

**52. Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall either Party be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, exemplary, punitive, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

**53. Confidentiality.** Provider and all Provider's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services to the extent allowed by law. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

**53.1.** This Agreement, and all modifications of any kind made to this Agreement, shall be a matter of public record and shall be provided under the California Public Records Act (Government Code sect. 6250 et seq.) to any and all parties who may request it.

**53.2.** In any event that Provider claims any information or documentation provided to District comprises private financial information or trade secrets ("Confidential Material"), Provider shall prominently mark each page claimed to be Confidential Material.

**53.3.** If disclosure of Confidential Material is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure.

**53.4.** The Party seeking to limit disclosure of Confidential Material sought under the California Public Records Act (Government Code sect. 6250 et seq.) or a Governmental Authority shall defend and indemnify the other Party for any expense, including, without limitation cost of litigation and attorneys' fees, incurred in connection with any claim or dispute involving disclosure or protection from disclosure of any Confidential Material.

**54. Not Used.**

**55. Attorney Fees and Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then the prevailing Party shall be entitled to recover its litigation and collection expenses, witness fees, court costs, and attorney's fees from the other party.

**56. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**District:**

**Cerritos Community College District**  
**ATTN: Director of Purchasing and Contract**  
**Administration**  
**11110 Alondra Blvd.**  
**Norwalk, CA 90650**  
**562-860-2451**  
**562-467-5020 (Fax)**

**Provider:**

**Enviser**  
**ATTN: Paymen Farrokhyar**  
**Address: 7421 Oranewood Ave**  
**Garden Grove CA 92841**  
**Phone: 714 657 1032**  
**Fax: 714 891 5015**

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 57. Governing Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in county in which the District's administrative offices are located.
- 58. Severability.** If any term, condition or 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 and effect, and shall not be affected, impaired or invalidated in any way.
- 59. Waiver.** Any delay or forbearance in enforcing, or failure to enforce any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 60. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 61. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 62. Cooperation.** The Parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Agreement.
- 63. Binding Contract.** This Agreement shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
- 64. Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 65. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.



**66. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

**67. Counterparts.** This Agreement and all amendments to it may be executed in counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one document binding all the Parties hereto.

**68. Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

**69. Entire Contract.** This Agreement sets forth the entire contract between the parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the parties hereto pertaining to the subject matter thereof. This Agreement may be modified only in writing upon mutual consent.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: 3/7, 2017

Dated: April 3, 2017

**Enviser**

**Cerritos Community College District**

By: 

By: 

Print Name: Payman Farrokhyar

Print Name: Felipe R. Lopez

Print Title: Vice President

Print Title: Vice President, Business Services

**Information regarding Provider:**

Proper Name: Enviser  
License No.: 1005262  
Address: 7421 Orangewood Ave  
Garden Grove CA 92841  
Telephone: 714 657 1032  
Facsimile: 714 891 5015  
E-Mail: PFarroKhyar@enviserco.com

47-3439812  
Employer Identification and/or Social Security Number

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Provider to furnish the information requested in this section.**

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: California
- Limited Liability Company
- Other: \_\_\_\_\_

## Exhibit A

### System(s) Description

1. **Project.** The project consist of a **Chilled Water Expansion** system project pursuant to Request for Proposals (RFP) and Contract Documents **RFP No. 15P016, Chilled Water Expansion Project**, which was approved by the Board of Trustees on February 1, 2017 at its regularly scheduled meeting.
2. **The Contract Documents.** The complete Agreement consists of all Contract Documents as defined in the General Conditions of Request for Proposals (RFP) and Contract Documents **RFP No. 15P016, Chilled Water Expansion Project**, and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents, including, but not limited to Contractor's submittals and Best and Final Offer (BAFO). All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
3. **Interpretation of Contract Documents.** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 26 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

**Exhibit B – Required Forms**

## CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION FORM

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public District, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.

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

Payman Farrokhyar  
\_\_\_\_\_  
(Print)

3/7/17  
\_\_\_\_\_  
(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Provider's bid.

## NON-COLLUSION DECLARATION

The undersigned declares:

I am the Vice President [Title] of Enviser [Name of Provider], the party submitting the foregoing bid or proposal.

The bid or proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid or proposal is genuine and not collusive or sham. The Provider has not directly or indirectly induced or solicited any other provider to put in a false or sham bid or proposal. The Provider has not directly or indirectly colluded, conspired, connived, or agreed with any provider or anyone else to put in a sham bid or proposal, or to refrain from bidding or submitting a proposal. The Provider has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Provider or any other provider, or to fix any overhead, profit, or cost element of the bid price or proposal, or of that of any other provider. All statements contained in the proposal are true. The Provider has not, directly or indirectly, submitted his or her bid price or proposal or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid or proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of Provider that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Provider.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 3/7/17 [Date], at Garden Grove [City], California [State].

Signed: \_\_\_\_\_

Typed Name: Payman Farrokhyar

**PAYMENT BOND**  
**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the **Cerritos Community College District** (sometimes referred to hereinafter as "Obligee") has awarded to **Envisé** (hereinafter designated as the "Principal" or "Provider"), an agreement for the work described as follows: **Chilled Water Expansion Project** (hereinafter referred to as the "Public Work"); and

WHEREAS, said Provider is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, **Envisé**, the undersigned Provider, as Principal; and FEDERAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Indiana, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Cerritos Community College District and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of **FOUR MILLION EIGHT HUNDRED EIGHTY TWO THOUSAND EIGHT HUNDRED THIRTY SEVEN AND 00/100 DOLLARS (\$4,882,837.00)**, such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Provider or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the 22nd day of March, 2017.

PRINCIPAL/CONTRACTOR:

ENVISE

By: 

Tony Wang, VP/Treasurer

SURETY:

FEDERAL INSURANCE COMPANY

By: 

Attorney-in-Fact

B. Aleman



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

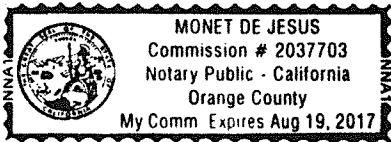
State of California )  
County of Orange )

On March 23, 2017 before me, Monet De Jesus, Notary Public,  
*Date Here Insert Name and Title of the Officer*  
personally appeared Tony Wang  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *[Handwritten Signature]*  
*Signature of Notary Public*

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Payment Bond  
Document Date: March 22, 2017 Number of Pages: 2  
Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Tony Wang  
 Corporate Officer — Title(s): VP / Treasurer  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: Enviser

Signer's Name: N/A  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

FEDERAL INSURANCE COMPANY

555 S Flower St, Los Angeles, CA 90017

Telephone: (213) 612-0880

(Name and Address of agent or representative  
for service for service of process in California)

Aon Risk Insurance Services West, Inc

707 Wilshire Blvd, STE 2600 Los  
Angeles CA, 90017

Telephone: 213-630-3200



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

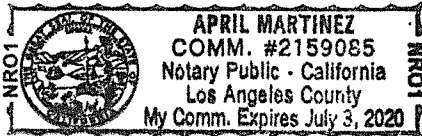
State of California

County of Los Angeles

On MAR 22 2017 before me, April Martinez, Notary Public, personally appeared B. Aleman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature \_\_\_\_\_

Signature of Notary Public



Chubb  
Surety

POWER  
OF  
ATTORNEY

Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company

Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint B. Aleman, Tracy Aston, KD Conrad, Lisa Crail, Simone Gerhard, Kristine Mendez, Renato F. Reyes, Edward C. Spector and Misty Wright of Los Angeles, California -----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations. In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 9<sup>th</sup> day of January, 2015.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY  
County of Somerset

ss.

On this 9<sup>th</sup> day of January, 2015 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316885  
Commission Expires July 16, 2019

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

MAR 22 2017



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE. OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

**PERFORMANCE BOND**  
**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the **Cerritos Community College District** (sometimes referred to hereinafter as "Obligee") has awarded to **Envisé** (hereinafter designated as the "Principal" or "Provider"), an agreement for the work described as follows: **Chilled Water Expansion Project** (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Provider is more particularly set forth in that certain contract for said Public Work dated **July 21, 2016**, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Provider is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, **Envisé**, the undersigned Provider, as Principal, and FEDERAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Indiana, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Cerritos Community College District in the sum of **FOUR MILLION EIGHT HUNDRED EIGHTY TWO THOUSAND EIGHT HUNDRED THIRTY SEVEN AND 00/100 DOLLARS (\$4,882,837.00)**, said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Provider, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any

change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Provider shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Provider's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Provider remains.

Provider and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Provider and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 22nd day of March, 2017.

PRINCIPAL/CONTRACTOR:

ENVISE

By: 

Tony Wang, VP/Treasurer

SURETY:

FEDERAL INSURANCE COMPANY

By: 

Attorney-in-Fact

B. Aleman

The rate of premium on this bond is billed at a scaled rate, see below per thousand.

The total amount of premium charged: \$ 38,926.00 (This must be filled in by a corporate surety).

Rate:

First \$1,000,000.00 - \$8.64/m

Next \$1,500,000.00 - \$7.80/m

Next \$2,500,000.00 - \$7.81/m



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

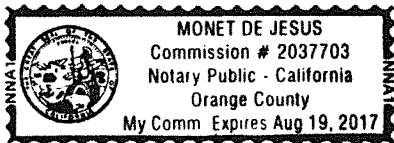
State of California )  
County of Orange )

On March 23, 2017 before me, Monet De Jesus, Notary Public,  
*Date Here Insert Name and Title of the Officer*  
personally appeared Tony Wang  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.



Signature *[Handwritten Signature]*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Performance Bond  
Document Date: March 22, 2017 Number of Pages: 3  
Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Tony Wang  
 Corporate Officer — Title(s): VP / Treasurer  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: Enviser

Signer's Name: N/A  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
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Signer Is Representing: \_\_\_\_\_

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(Name and Address of Surety)

(Name and Address of agent or representative  
for service for service of process in California)

FEDERAL INSURANCE COMPANY

Aon Risk Insurance Services West, Inc

555 S. Flower St., Ste. 400, Los Angeles, CA 90071

.707 Wilshire Blvd, STE 2600 Los Angeles CA, 90017

Telephone: (213) 612-0880

Telephone: 213-630-3200



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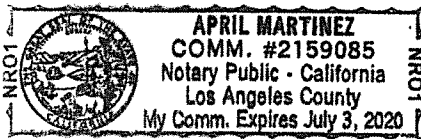
State of California

County of Los Angeles

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Signature \_\_\_\_\_

Signature of Notary Public



Chubb  
Surety

POWER  
OF  
ATTORNEY

Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company

Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint B. Aleman, Tracy Aston, KD Conrad, Lisa Crail, Simone Gerhard, Kristine Mendez, Renato F. Reyes, Edward C. Spector and Misty Wright of Los Angeles, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 9<sup>th</sup> day of January, 2015.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this 9<sup>th</sup> day of January, 2015 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316885  
Commission Expires July 16, 2019

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

MAR 22 2017



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

**FROM:** \_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:** \_\_\_\_\_  
Felipe R. Lopez  
Vice President of Business Services/  
Assistant Superintendent

**PREPARED BY:** \_\_\_\_\_  
Mark B. Logan  
Director, Purchasing and  
Contract Administration

<b>SUBJECT:</b> <b>Consideration of Ratification of Change Order No. 3 [Errors/Omissions], (Bid No. 16P006, Category 02), Verne’s Plumbing, Inc., Health and Wellness Complex</b>
---

**ACTION**

It is recommended that the Board of Trustees approve Change Order No. 3 [Errors/Omissions] in the amount of \$16,437.64 for the Health and Wellness Complex project.

**FISCAL IMPACT**

The amount from Change Order No. 3 will be \$16,437.64, increasing the contract amount to \$2,104,201.99. Funding will be allocated from the GO Bond.

**REPORT SUMMARY**

On March 1, 2017, the Board awarded a contract to Verne’s Plumbing, Inc. of Buena Park, California for the Health and Wellness Complex project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid twenty (20) disciplines for various elements of the project work. Category 02 represents the Building & Site Plumbing element of work. Public Contract Code, Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 3 is \$16,437.64. The original contract amount approved by the Board was \$2,009,000. Therefore, Change Order No. 3 is in compliance with Public Contract Code Section 20659. Change Order No. 3 is due to design errors/omissions which consisted of hot water routing issues in Buildings A, B, C, and D. The hot water routing was installed per the original contract documents, however, this did not meet the manufacturer requirements which would void the warranty. To remedy the issue, the hot water line was re-routed to feed from the tank to the heaters, a cold water line was installed, and new couplings and valves were installed. Change Order No. 3 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 3.

	<b>Change Order</b>	<b>Date</b>	<b>Amount</b>	<b>Percentage of Change</b>
Pending	3	August 15, 2018	\$16,437.64	4.74%
	2	April 11, 2018	\$20,032.00	3.92%
	1	October 4, 2017	\$58,732.35	2.92%

Change Order types – Below is an explanation of change order types.

- Owner Added Scope – Any time the owner adds scope for various reasons. They are typically value driven.
- Agency Driven Changes – Required by Division of State Architect (DSA), municipalities, Inspector of Record (IOR), etc. and must be done for sign off.
- Unforeseen Conditions – Subsurface or existing building conditions that were unknown/uncertain during the design and not included in the documents/bid for whatever reason and now required.
- Errors – Errors in the documents by the architect or consultants.
- Omissions – Scope not included in the original documents/bid for whatever reason and now required.
- Deductive Credit – Monies are credited to the District due to project cost savings, a decrease in scope, or various reasons.

#### **NOTICING REQUIREMENTS**

None is required beyond posting of this item on the agenda.

#### **ATTACHMENT(S)**

Change Order No. 3 to Contract No. 16P006-02 – Verne’s Plumbing, Inc.  
Change Order No. 2 to Contract No. 16P006-02 – Verne’s Plumbing, Inc.  
Change Order No. 1 to Contract No. 16P006-02 – Verne’s Plumbing, Inc.  
Contract No. 16P006-02 – Verne’s Plumbing, Inc.



**Project:** Cerritos College  
 Cerritos | Health & Wellness Complex

**To:** Verne's Plumbing, Inc.  
 8561 Whitaker Street  
 Buena Park, CA 90621

**Date:** July 22, 2018

**Prime Change Order No:** 003

**Contract No:** 16P006-02

**Board Action:** Ratification

**SUMMARY OF CHANGES:**

**Item 1.01**

**Bldg/Area:** Buildings A B C and D

**Description:** Reroute hot water line to feed from the tank to the heaters, install add cold water line (100ft) and install new couplings and valves

**Reason:** The domestic hot water routing was installed per the original contract documents, however the routing did not meet the manufacturer requirements which would void the warranty. The recirculating water that was originally designed did not go from the tank to the heat circulation pumps so hot water would not have been distributed timely to the multiple fixtures in all of the buildings.

**Benefit:** Hot water can now be distributed to the plumbing fixtures (sinks, showers, mop sinks, etc.)

**Request By:** Architect

**CO Type:** Design Errors / Omissions

**Change Amount:** \_\_\_\_\_ **\$16,437.64**

**Time Extension:** \_\_\_\_\_ **0 Work Days**

**SUMMARY OF COST:**

Total this Change Order _____	<b>\$16,437.64</b>
Total Additional Work Days _____	<b>0 Days</b>

**CONTRACT SUMMARY:**

Original Prime Contract Amount:	\$2,009,000.00
Net Change by previous Change Order(s):	\$78,764.35
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$2,087,764.35
Amount of Change Order No. 003	\$16,437.64
New Contract Sum:	\$2,104,201.99
Percentage of Change to Contract:	4.74 %



**Project:** Cerritos | Health & Wellness Complex  
**To:** Verne's Plumbing, Inc.

**Prime Change Order No:** 003  
**Contract No:** 16-013-BC02-VER

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of Trustees on the \_\_\_\_\_ day of \_\_\_\_\_, 2017

**Requested By:**

 6/11/18  
\_\_\_\_\_  
Signature & Date

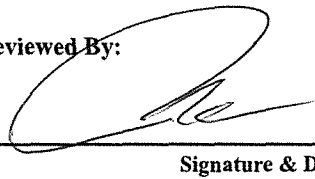
**Verne's Plumbing, Inc.**  
Tim Verne  
8561 Whitaker Street  
Buena Park, CA 90621

**Approved By:**

\_\_\_\_\_  
Signature & Date

**Cerritos College**  
Felipe Lopez  
Vice President of Business Services

**Reviewed By:**

 6/28/2018  
\_\_\_\_\_  
Signature & Date

**Cerritos College**  
David C. Moore, Director of the  
Physical Plant & Construction Services

**Reviewed By:**

 7-24-18  
\_\_\_\_\_  
Signature & Date

**Cerritos College**  
Mark B. Logan, Director of the  
Purchasing & Construction Administration

**Reviewed By:**

 6/12/18  
\_\_\_\_\_  
Signature & Date

**HMC Architects**  
Josh Glavin  
Architect

**Reviewed By:**

 6/12/18  
\_\_\_\_\_  
Signature & Date

**Tilden-Coil Constructors, Inc.**  
Kevin Jones  
Project Manager

**Reviewed By:**

 06/25/18  
\_\_\_\_\_  
Signature & Date

**Tilden-Coil Constructors, Inc.**  
Jimmy Riordan  
Program Manager



Date: April 25, 2018

Project: Cerritos College  
Cerritos | Health & Wellness Complex

Prime Change Order No: 002

To: Verne's Plumbing, Inc.  
8561 Whitaker Street  
Buena Park, CA 90621

Contract No: 16P006-02

Board Action: Ratification

**SUMMARY OF CHANGES:**

**Item 1.01**

Bldg/Area: Site Phase 1  
Description: Credit for the use for HDPE in lieu of RCP  
Reason: The original documents showed RCP pipe, however the HDPE was a more durable and readily used product that saved the College money.  
Benefit: The use of HDPE in lieu of RCP saved money and is a more durable product  
Request By: Owner  
CO Type: Deductive Credit  
**Change Amount:** ..... **\$(21,267.83)**  
Time Extension: ..... 0 Work Days

**Item 1.02**

Bldg/Area: Bldg. A and B  
Description: Multiple plumbing changes that were at Bldg. A and B that was obstructed and had to be re-routed.  
Reason: During the 3 dimensional modeling of the job there were several areas that were detected that had multiple plumbing related clashes with ducts lines, and structure elements (windows, steel structure) of building A and B. The Directive issued by the Architect relocated the water lines, boiler flues, storm drain, and vent piping to avoid fixed elements of the building.  
Benefit: Directive # 1 that was issued by the Architect help resolve several conflicts that would have occurred in the field and expended more costs and time.  
Request By: Architect  
CO Type: Design Errors / Omissions  
**Change Amount:** ..... **\$41,299.83**  
Time Extension: ..... 0 Work Days

**Project:** Cerritos | Health & Wellness Complex  
**To:** Verne's Plumbing, Inc.

**Prime Change Order No:** 002  
**Contract No:** 16-013-BC02-VER

---

**SUMMARY OF COST:**

Total this Change Order .....	<b>\$20,032.00</b>
Total Additional Work Days .....	<b>0 Days</b>

**CONTRACT SUMMARY:**

Original Prime Contract Amount:	\$2,009,000.00
Net Change by previous Change Order(s):	\$58,732.35
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$2,067,732.35
Amount of Change Order No. 002	\$20,032.00
New Contract Sum:	\$2,087,764.35
Percentage of Change to Contract:	3.92 %

**Project:** Cerritos | Health & Wellness Complex  
**To:** Verne's Plumbing, Inc.

**Prime Change Order No:** 002  
**Contract No:** 16-013-BC02-VER

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

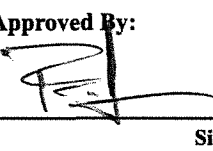
This Change Order is hereby executed on behalf of the Board of Trustees on the 11<sup>th</sup> day of April, 2017-2018

**Requested By:**

  
Signature & Date 2/21/18

**Verne's Plumbing, Inc.**  
Tim Verne  
8561 Whitaker Street  
Buena Park, CA 90621

**Approved By:**

  
Signature & Date 4/16/2018

**Cerritos College**  
Felipe Lopez  
Vice President of Business Services

**Reviewed By:**

  
Signature & Date 3/8/2018

**Cerritos College**  
David C. Moore, Director of the  
Physical Plant & Construction Services

**Reviewed By:**

  
Signature & Date 3-21-18


**Cerritos College**  
Mark B. Logan, Director of the  
Purchasing & Construction Administration

**Reviewed By:**

  
Signature & Date 2/27/18

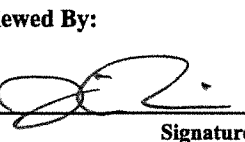
**HMC Architects**  
Josh Glavin  
Architect

**Reviewed By:**

  
Signature & Date 2/27/18

**Tilden-Coil Constructors, Inc.**  
Kevin Jones  
Project Manager

**Reviewed By:**

  
Signature & Date 03/02/18

**Tilden-Coil Constructors, Inc.**  
Jimmy Riordan  
Program Manager



**Project:** Cerritos College  
Cerritos | Health & Wellness Complex

**To:** Verne's Plumbing, Inc.  
8561 Whitaker Street  
Buena Park, CA 90621

**Date:** August 24, 2017

**Prime Change Order No:** 001

**Contract No:** 16-013-BC02-VER  
16P006-02A

**Board Action:** Ratification

**SUMMARY OF CHANGES:**

**Item 1.01**

**Bldg/Area:**

**Description:** Added 340ft of a new 6" gas line along the West elevatin of teh Health Service Complex.

**Reason:** The 6" gas line was added in order to allow for the future construction of the Performing Arts Complex . The footprint of the PAC building is located were the existing gas line and gas meter is installed. A new gas meter is being located adjacent to parking lot C2 just to the North of the gym to allow for the future construction of the Performing Arts Complex building.

**Benefit:** The additional Gas line allows for installation of Future meter.

**Request By:** Owner

**CO Type:** Agency Driven Change

**Change Amount:** ..... \$58,732.35

**Time Extension:** ..... 0 Work Days

**SUMMARY OF COST:**

Total this Change Order .....	<b>\$58,732.35</b>
Total Additional Work Days .....	<b>0 Days</b>

**CONTRACT SUMMARY:**

Original Prime Contract Amount:	\$2,009,000.00
Net Change by previous Change Order(s):	\$0.00
Net Change by previous Contract Adjustment(s):	\$0.00
Net Sum prior to this Change Order:	\$2,009,000.00
Amount of Change Order No. 001	\$58,732.35
New Contract Sum:	\$2,067,732.35
Percentage of Change to Contract:	2.92 %

**Project:** Cerritos | Health & Wellness Complex  
**To:** Verne's Plumbing, Inc.

**Prime Change Order No:** 001  
**Contract No:** 16-013-BC02-VER

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.


This Change Order is hereby executed on behalf of the Board of Trustees on the 4th day of October, 2017

**Requested By:**

 08/25/17  
Signature & Date

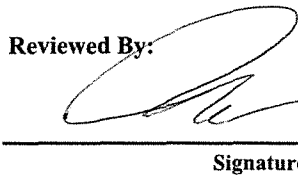
**Verne's Plumbing, Inc.**  
Tim Verne  
8561 Whitaker Street  
Buena Park, CA 90621

**Approved By:**

 10/13/2017  
Signature & Date

**Cerritos College**  
Felipe Lopez  
Vice President of Business Services

**Reviewed By:**

 8/31/2017  
Signature & Date

**Cerritos College**  
David C. Moore, Director of the  
Physical Plant & Construction Services

**Reviewed By:**

 9-12-17  
Signature & Date

**Cerritos College**  
Mark B. Logan, Director of the  
Purchasing & Construction Administration

**Reviewed By:**

 8/25/17  
Signature & Date

**HMC Architects**  
Josh Glavin  
Architect

**Reviewed By:**

 8-25-17  
Signature & Date

**Tilden-Coil Constructors, Inc.**  
Kevin Jones  
Project Manager

**Reviewed By:**

 8/30/17  
Signature & Date

**Tilden-Coil Constructors, Inc.**  
Jimmy Riordan  
Program Manager



**PROJECT: Health and Wellness Complex / BID NO.: 16P006**

**DATE OF CONTRACT: March 3, 2017 /CONTRACT NO.: 16P006-02**

**BID CATEGORY: 02, Building & Site Plumbing**

**DOLLAR VALUE: \$ 2,009,000.00**

**LIQUIDATED DAMAGES: \$ 2,500 per day**

**CONTRACTOR: Verne's Plumbing, Inc.**

**TERM: 1,132 Calendar days**

**TIME FOR COMPLETION: \_\_\_\_\_**

**Verne's Plumbing, Inc.**

**Address: 8561 Whitaker Street, Buena Park, CA 90621**

**Phone: 714-994-1971**

**Fax: 714-994-2203**

## AGREEMENT FORM

This Agreement is made and entered into this **3<sup>rd</sup> day of March, 2017**, by and between the **Cerritos Community College District** ("District") and **Verne's Plumbing, Inc.** ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT:     **16P006, Health and Wellness Complex**  
                  **Category 02, Building & Site Plumbing**

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **ONE THOUSAND ONE HUNDRED THIRTY-TWO (1,132) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.



6. **Liquidated Damages:** Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of liquidated damages *per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.* It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **District Representatives:** Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-36 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9,

of the Business and Professions Code and in the classification called for in the Contract Documents.

13. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.
15. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

**Two Million Nine Thousand and 00/100 Dollars**

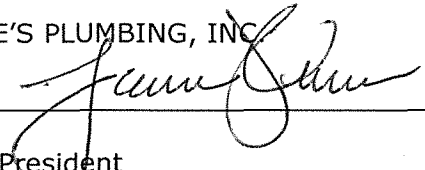
**(\$ 2,009,000.00),**

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

16. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

**CONTRACTOR**

VERNE'S PLUMBING, INC

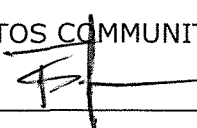
By: 

Title: President

Print Name: Lawrence J. Verne

**DISTRICT**

CERRITOS COMMUNITY COLLEGE DISTRICT

By: 

Title: Vice President of Business Services

Print Name: Felipe R. Lopez

**NOTE:** If the party executing this Agreement is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

**CERRITOS COLLEGE**  
Regular Meeting of the Board of Trustees

Meeting Date: **August 15, 2018**  
**Agenda Item No. 8**

**FROM:** \_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:** \_\_\_\_\_  
Felipe R. Lopez  
Vice President of Business Services/  
Assistant Superintendent

**PREPARED BY:** \_\_\_\_\_  
Mark B. Logan  
Director, Purchasing and  
Contract Administration

<b>SUBJECT:      Consideration of Approval of Notice of Completion for Bid No. 16P002, Category 01, Shade Structures</b>
--

**ACTION**

It is recommended that the Board of Trustees approve the Notice of Completion for K.A.R. Construction, Inc. of Ontario, California for the Shade Structures, Category 01 project at Cerritos Community College District as presented.

**FISCAL IMPACT**

The total final contract amount was \$844,620 which was paid by the G.O. Bond.

**REPORT SUMMARY**

Cerritos College issued a contract to K.A.R. Construction, Inc. on October 24, 2016. As required by Public Contract Code, Cerritos College must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

This project was substantially complete on December 22, 2017. A Notice of Completion needs to be approved by the Board of Trustees and filed with the County Recorder.

**NOTICING REQUIREMENTS**

None is required beyond posting of this item on the agenda.

**ATTACHMENT(S)**

Notice of Completion Recording – K.A.R. Construction, Inc.

RECORDING REQUEST BY  
WHEN RECORDED MAIL TO:

CERRITOS COMMUNITY COLLEGE  
DISTRICT, ATTENTION: MARK B. LOGAN  
11110 ALONDRA BOULEVARD  
NORWALK, CALIFORNIA 90650

---

SPACE ABOVE THIS LINE RESERVED  
FOR RECORDER'S USE

TITLE(S)

**NOTICE OF COMPLETION  
CERRITOS COMMUNITY COLLEGE DISTRICT**

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Section §9200 – §9208 of the Civil code of the State of California, that the **CERRITOS COMMUNITY COLLEGE DISTRICT**, of Los Angeles County, as owner of the property known as **Cerritos Community College**, located at **11110 Alondra Boulevard, Norwalk, California**, caused improvements to be made to the property to wit: **Shade Structures, Bid No. 16P002, Category 01** contract for the doing of which was heretofore entered into on the **24<sup>th</sup> of October, 2016** which contract was made with **K.A.R. Construction, Inc.**, contract number **16P002-01**, as contractor; that said improvements were completed on the **22<sup>nd</sup> of December, 2017**, and accepted by formal action of the governing board of said DISTRICT on the **15<sup>th</sup> of August, 2018**; that title to said property is vested in the **CERRITOS COMMUNITY COLLEGE DISTRICT** of Los Angeles County, California; that the surety for the above named contractor is **Travelers Casualty and Surety Company of America**.

I certify or declare under penalty of perjury that the foregoing is true and correct.

CERRITOS COMMUNITY COLLEGE DISTRICT OF LOS  
ANGELES COUNTY, CALIFORNIA

By: \_\_\_\_\_  
Felipe R. Lopez  
Vice President of Business Services

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

Place of Execution:     Norwalk, California

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **August 15, 2018**

**Agenda Item No. 9**

**FROM:**

\_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:**

\_\_\_\_\_  
Felipe R. Lopez  
Vice President of Business Services/  
Assistant Superintendent

**PREPARED BY:**

\_\_\_\_\_  
Mark B. Logan  
Director, Purchasing and  
Contract Administration

<p><b>SUBJECT:        Consideration of Approval of Notice of Completion for Bid No. 16P002, Category 02, Shade Structures</b></p>
---

**ACTION**

It is recommended that the Board of Trustees approve the Notice of Completion for Pierre Landscape, Inc. of Irwindale, California for the Shade Structures, Category 02 project at Cerritos Community College District as presented.

**FISCAL IMPACT**

The total final contract amount was \$228,845 which was paid by the G.O. Bond.

**REPORT SUMMARY**

Cerritos College issued a contract to Pierre Landscape, Inc. on October 24, 2016. As required by Public Contract Code, Cerritos College must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

This project was substantially complete on January 22, 2018. A Notice of Completion needs to be approved by the Board of Trustees and filed with the County Recorder.

**NOTICING REQUIREMENTS**

None is required beyond posting of this item on the agenda.

**ATTACHMENT(S)**

Notice of Completion Recording – Pierre Landscape, Inc.

RECORDING REQUEST BY  
WHEN RECORDED MAIL TO:

CERRITOS COMMUNITY COLLEGE  
DISTRICT, ATTENTION: MARK B. LOGAN  
11110 ALONDRA BOULEVARD  
NORWALK, CALIFORNIA 90650

---

SPACE ABOVE THIS LINE RESERVED  
FOR RECORDER'S USE

TITLE(S)

**NOTICE OF COMPLETION  
CERRITOS COMMUNITY COLLEGE DISTRICT**

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Section §9200 – §9208 of the Civil code of the State of California, that the **CERRITOS COMMUNITY COLLEGE DISTRICT**, of Los Angeles County, as owner of the property known as **Cerritos Community College**, located at **11110 Alondra Boulevard, Norwalk, California**, caused improvements to be made to the property to wit: **Shade Structures, Bid No. 16P002, Category 02** contract for the doing of which was heretofore entered into on the **24<sup>th</sup> of October, 2016** which contract was made with **Pierre Landscape, Inc.**, contract number **16P002-02**, as contractor; that said improvements were completed on the **22<sup>nd</sup> of January, 2018**, and accepted by formal action of the governing board of said DISTRICT on the **15<sup>th</sup> of August, 2018**; that title to said property is vested in the **CERRITOS COMMUNITY COLLEGE DISTRICT** of Los Angeles County, California; that the surety for the above named contractor is **International Fidelity Insurance Company**.

I certify or declare under penalty of perjury that the foregoing is true and correct.

CERRITOS COMMUNITY COLLEGE DISTRICT OF LOS  
ANGELES COUNTY, CALIFORNIA

By: \_\_\_\_\_  
Felipe R. Lopez  
Vice President of Business Services

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

Place of Execution: Norwalk, California

**CERRITOS COLLEGE**  
Regular Meeting of the Board of Trustees

Meeting Date: **August 15, 2018**  
**Agenda Item No. 10**

**FROM:** \_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:** \_\_\_\_\_  
Felipe R. Lopez  
Vice President of Business Services/  
Assistant Superintendent

**PREPARED BY:** \_\_\_\_\_  
Mark B. Logan  
Director, Purchasing and  
Contract Administration

<b>SUBJECT:        Consideration of Approval of Notice of Completion for Bid No. 16P002,                          Category 04, Shade Structures</b>
---

**ACTION**

It is recommended that the Board of Trustees approve the Notice of Completion for Fix Painting Co. of Woodland Hills, California for the Shade Structures, Category 04 project at Cerritos Community College District as presented.

**FISCAL IMPACT**

The total final contract amount was \$301,338 which was paid by the G.O. Bond.

**REPORT SUMMARY**

Cerritos College issued a contract to Fix Painting Co. on October 24, 2016. As required by Public Contract Code, Cerritos College must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

This project was substantially complete on December 22, 2017. A Notice of Completion needs to be approved by the Board of Trustees and filed with the County Recorder.

**NOTICING REQUIREMENTS**

None is required beyond posting of this item on the agenda.

**ATTACHMENT(S)**

Notice of Completion Recording – Fix Painting Co.



RECORDING REQUEST BY  
WHEN RECORDED MAIL TO:

CERRITOS COMMUNITY COLLEGE  
DISTRICT, ATTENTION: MARK B. LOGAN  
11110 ALONDRA BOULEVARD  
NORWALK, CALIFORNIA 90650

---

SPACE ABOVE THIS LINE RESERVED  
FOR RECORDER'S USE

TITLE(S)

**NOTICE OF COMPLETION  
CERRITOS COMMUNITY COLLEGE DISTRICT**

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Section §9200 – §9208 of the Civil code of the State of California, that the **CERRITOS COMMUNITY COLLEGE DISTRICT**, of Los Angeles County, as owner of the property known as **Cerritos Community College**, located at **11110 Alondra Boulevard, Norwalk, California**, caused improvements to be made to the property to wit: **Shade Structures, Bid No. 16P002, Category 04** contract for the doing of which was heretofore entered into on the **24<sup>th</sup> of October, 2016** which contract was made with **Fix Painting Co.**, contract number **16P002-04**, as contractor; that said improvements were completed on the **22<sup>nd</sup> of December, 2017**, and accepted by formal action of the governing board of said DISTRICT on the **15<sup>th</sup> of August, 2018**; that title to said property is vested in the **CERRITOS COMMUNITY COLLEGE DISTRICT** of Los Angeles County, California; that the surety for the above named contractor is **The Ohio Casualty Insurance Company**.

I certify or declare under penalty of perjury that the foregoing is true and correct.

CERRITOS COMMUNITY COLLEGE DISTRICT OF LOS  
ANGELES COUNTY, CALIFORNIA

By: \_\_\_\_\_  
Felipe R. Lopez  
Vice President of Business Services

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

Place of Execution: Norwalk, California

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **August 15, 2018**

**Agenda Item No. 11**

**FROM:**

\_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:**

\_\_\_\_\_  
Felipe R. Lopez  
Vice President of Business Services/  
Assistant Superintendent

**PREPARED BY:**

\_\_\_\_\_  
Mark B. Logan  
Director, Purchasing and  
Contract Administration

<b>SUBJECT:        Consideration of Approval of Notice of Completion for Bid No. 16P002,                          Category 05, Shade Structures</b>
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**ACTION**

It is recommended that the Board of Trustees approve the Notice of Completion for RDM Electric Co, Inc. of Chino, California for the Shade Structures, Category 05 project at Cerritos Community College District as presented.

**FISCAL IMPACT**

The total final contract amount was \$533,532 which was paid by the G.O. Bond.

**REPORT SUMMARY**

Cerritos College issued a contract to RDM Electric Co., Inc. on October 24, 2016. As required by Public Contract Code, Cerritos College must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

This project was substantially complete on December 22, 2017. A Notice of Completion needs to be approved by the Board of Trustees and filed with the County Recorder.

**NOTICING REQUIREMENTS**

None is required beyond posting of this item on the agenda.

**ATTACHMENT(S)**

Notice of Completion Recording – RDM Electric Co., Inc.

RECORDING REQUEST BY  
WHEN RECORDED MAIL TO:

CERRITOS COMMUNITY COLLEGE  
DISTRICT, ATTENTION: MARK B. LOGAN  
11110 ALONDRA BOULEVARD  
NORWALK, CALIFORNIA 90650

---

SPACE ABOVE THIS LINE RESERVED  
FOR RECORDER'S USE

TITLE(S)

**NOTICE OF COMPLETION  
CERRITOS COMMUNITY COLLEGE DISTRICT**

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Section §9200 – §9208 of the Civil code of the State of California, that the **CERRITOS COMMUNITY COLLEGE DISTRICT**, of Los Angeles County, as owner of the property known as **Cerritos Community College**, located at **11110 Alondra Boulevard, Norwalk, California**, caused improvements to be made to the property to wit: **Shade Structures, Bid No. 16P002, Category 05** contract for the doing of which was heretofore entered into on the **24<sup>th</sup> of October, 2016** which contract was made with **RDM Electric Co., Inc.**, contract number **16P002-05**, as contractor; that said improvements were completed on the **22<sup>nd</sup> of December, 2017**, and accepted by formal action of the governing board of said DISTRICT on the **15<sup>th</sup> of August, 2018**; that title to said property is vested in the **CERRITOS COMMUNITY COLLEGE DISTRICT** of Los Angeles County, California; that the surety for the above named contractor is **The Hanover Insurance Company**.

I certify or declare under penalty of perjury that the foregoing is true and correct.

CERRITOS COMMUNITY COLLEGE DISTRICT OF LOS  
ANGELES COUNTY, CALIFORNIA

By: \_\_\_\_\_  
Felipe R. Lopez  
Vice President of Business Services

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

Place of Execution: Norwalk, California

**CERRITOS COLLEGE**  
Regular Meeting of the Board of Trustees

Meeting Date: **August 15, 2018**  
**Agenda Item No. 12**

**FROM:**

\_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:**

\_\_\_\_\_  
Felipe R. Lopez  
Vice President of Business Services/  
Assistant Superintendent

**PREPARED BY:**

\_\_\_\_\_  
Mark B. Logan  
Director, Purchasing and  
Contract Administration

<p><b>SUBJECT:        Consideration of Approval to Award Independent Contractor Services Agreements with M. Arthur Gensler, Jr. &amp; Associates, Inc. dba Gensler for Cerritos College’s Facilities Master Planning Services</b></p>
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**ACTION**

It is recommended that the Board of Trustees authorize and approve Cerritos College to take the following action:

1. Ratify the award of Contract No. 17C0024-01 with M. Arthur Gensler, Jr. & Associates, Inc. dba Gensler of Los Angeles, California in the amount of \$20,000 for the purpose of providing fact-finding and discovery services to provide a detailed outline and better define the scope of services for the below-referenced project.
2. Approve the award of contract and authorize Cerritos College to negotiate and enter into an Independent Contractor Services Agreement (“Agreement”) with M. Arthur Gensler, Jr. & Associates, Inc. dba Gensler of Los Angeles, California for the not-to-exceed amount of \$300,000 for the purpose of completing Cerritos College’s Facilities Master Plan pursuant to Request for Proposals (RFP) No. 17C0024, Facilities Master Planning Services.

**FISCAL IMPACT**

The total contract sum for Contract No. 17C0024-01 is in the not-to-exceed amount of \$20,000 and the total contract sum for 17C0024 shall be for the not-to-exceed amount of \$300,000; funding for the fact-finding and discovery phase and completion of the Facilities Master Plan will be allocated from the GO Bond.

**REPORT SUMMARY**

On May 1, 2018, Cerritos College released Request for Proposals (RFP) No. 17C0024, Facilities Master Planning Services. The purpose of the RFP was to establish a firm who would provide facilities master planning services based on information from the updated Educational Master Plan at Cerritos College.

The firm selected will enter into a contract with the College through the College’s standard Independent Contractor Services Agreement (“Agreement”). The Agreement contains the general terms and conditions under which the contractor will perform Facilities Master Planning services to the College. The term on a contract awarded pursuant to the RFP would commence after the fact-finding and discovery phase of the

project and continue through project completion based upon a timeline that is mutually agreed to by both parties as further detailed below.

The services provided by the firm includes, but is not limited to: program definition/data collection from the updated Educational Master Plan; site analysis including massing analysis and future expansion; site current condition analysis; development of sustainability standards; development of landscape standards; preliminary conceptual level project budgets; implementation plan; final product which will include a capital plan that illustrates the potential building and infrastructure capacity of the campus to accommodate potential educational program expansion and potential maximum growth; anticipated meetings and campus/community involvement .

Two firms submitted proposals by the submittal deadline date on May 22, 2018. Upon further consideration and review, the evaluation committee determined that M. Arthur Gensler, Jr. & Associates, Inc. dba Gensler ("Gensler") to be the most qualified to provide the aforementioned services and also provides the best value to the College. Upon completion of Cerritos College's due diligence review, and further negotiations with the firm, the College finds that contracting with Gensler through an Independent Contractor Services Agreement is in the best interest of the college.

In order to better define the deliverables, scope of services, and timeline, staff determined that entering into an agreement for the purpose of providing fact-finding and discovery services was in the best interest of the College. Therefore, staff entered into Contract No. 17C0024-01 with Gensler for the amount of \$20,000 to provide the aforementioned fact-finding and discovery services.

Cerritos College is requesting both the ratification of Contract No. 17C00024-01 and the authorization for Cerritos College to negotiate and enter into a separate Agreement with M. Arthur Gensler, Jr. & Associates, Inc. dba Gensler for the not-to-exceed amount of \$300,000 for the purpose of completing Cerritos College's Facilities Master Plan pursuant to Request for Proposals (RFP) No. 17C0024, Facilities Master Planning Services.

**NOTICING REQUIREMENTS**

None is required beyond posting of this item on the agenda.

**ATTACHMENT(S)**

Contract No. 17C0024-01, Gensler



# Cerritos College

## INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Contract No. 17C0024-01

### PARTIES AND DATE

This Agreement is made and entered into this 12<sup>th</sup> day of July, 2018, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **M. Arthur Gensler Jr. & Associates, Inc. DBA Gensler** ("CONTRACTOR"), with an address of 500 S. Figueroa Street, Los Angeles, CA 90071, and licensed to do business in the State of California. DISTRICT and CONTRACTOR are sometimes individually referred to as "Party" and collectively as "Parties."

### RECITALS

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required by DISTRICT in this Agreement; and

WHEREAS, the work to be performed generally includes **Facilities Master Planning Services – Phase 1, Discovery Phase**, as directed by DISTRICT; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by DISTRICT, and such services are needed by DISTRICT from time to time on a limited basis; and

WHEREAS, CONTRACTOR represents that it possesses such necessary skill and expertise required, is familiar with the plans of DISTRICT, and desires to provide such services to DISTRICT on the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Parties agree as follows:

### **1.0 SCOPE OF WORK – SERVICES TO BE PROVIDED BY CONTRACTOR**

1.1 CONTRACTOR promises and agrees to furnish to DISTRICT all labor, materials, tools, equipment, services and incidental and customary work, as necessary to fully and adequately provide those services required under this Agreement. The services to be performed shall include:

1.1.1 Services as more fully detailed in Scope of Work (SOW), attached hereto as Exhibit "B" (2 page) and is incorporated herein by this reference.

1.2 CONTRACTOR shall furnish all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement at CONTRACTOR'S own expense. CONTRACTOR shall perform **Facilities Master Planning Services – Phase 1, Discovery Phase** in accordance with this Agreement, current and generally accepted principles and practices of CONTRACTOR'S profession, and all applicable local, state and federal laws, rules, and regulations.

### **2.0 TERM.**

2.1 The term of this Agreement shall begin on **August 1, 2018**, and end on **June 30, 2019**, unless earlier terminated in Section 7 of this Agreement or unless the Agreement is renewed or extended by execution of a "Cerritos Community College District Contract Amendment Form" attached hereto as Exhibit "A" and incorporated herein by this reference ("Contract Amendment Form"). CONTRACTOR shall complete the **Facilities Master Planning Services – Phase 1, Discovery Phase** within the term of this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement

### 3.0 SERVICE FEES, EXPENSES, AND INVOICING

3.1 Service Fees. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement the **total Not-to-Exceed amount of Twenty Thousand and 00/100 dollars (\$20,000.00), plus any reimbursable costs as approved by DISTRICT'S Representative, on a time and materials (T&M) basis based upon the fee schedule as outlined in Exhibit "B"**.

3.2 Expenses. All direct or indirect expenses incurred by CONTRACTOR in performance of the Agreement are the responsibility of the CONTRACTOR and are considered to be included in the CONTRACTOR'S above service fees.

3.3 Invoices shall be submitted by CONTRACTOR once per month for services rendered and expenses incurred during the prior month. Invoices shall identify the billing period, Contract Number of this Agreement, CONTRACTOR'S Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and, as applicable, associated hours worked and billing rates.

3.4 No invoices will be paid unless (i) this Agreement has been signed by the CONTRACTOR and properly executed by DISTRICT and (ii) the CONTRACTOR has submitted a Department of the Treasury IRS Form W-9 to the DISTRICT'S Accounting Department, attention Accounts Payable.

3.5 At any time during the term of this Agreement, DISTRICT may request that CONTRACTOR perform Extra Work. As used herein, "Extra Work" means any work that is determined by DISTRICT to be necessary for the proper completion of any project or service under this Agreement, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. CONTRACTOR shall not perform, nor be compensated for, Extra Work without written authorization from DISTRICT.

### 4.0 RESPONSIBILITIES OF CONTRACTOR

4.1 Services and work performed under this Agreement shall be performed by CONTRACTOR and/or under its supervision. CONTRACTOR will determine the means, method and details of performing the services subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and CONTRACTOR is not an employee, agent or representative of DISTRICT. CONTRACTOR retains the right to perform similar or different services for others during the term of this Agreement. CONTRACTOR understands and agrees that CONTRACTOR'S employees shall not be considered officers, employees or agents of DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of DISTRICT, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. CONTRACTOR assumes the full responsibility for CONTRACTOR'S acts or liabilities including those of CONTRACTOR'S employees or agents as they relate to the services performed under this Agreement. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to CONTRACTOR'S employees. The DISTRICT will not withhold taxes for CONTRACTOR or CONTRACTOR'S employees or independent subcontractors. CONTRACTOR agrees to indemnify, defend and hold DISTRICT harmless from and against any and all liability arising from any failure of CONTRACTOR to pay or withhold any applicable tax when due.

4.2 CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services that are being performed under this Agreement are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. DISTRICT shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services under this Agreement available to interested parties upon request, and shall post copies at the CONTRACTOR'S principal place of business and at any project site. CONTRACTOR shall defend, indemnify and hold DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

4.3 CONTRACTOR shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out work and services under this Agreement, CONTRACTOR shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

4.4 CONTRACTOR shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. CONTRACTOR shall allow a representative of DISTRICT during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONTRACTOR shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.5 CONTRACTOR shall perform the services under this Agreement expeditiously, within the term of this Agreement. CONTRACTOR represents that it has the professional and technical personnel required to perform the services under this Agreement in conformance with such conditions. In order to facilitate CONTRACTOR'S conformance with the Schedule, DISTRICT shall respond to CONTRACTOR'S submittals in a timely manner. Upon the DISTRICT'S request, CONTRACTOR shall provide a more detailed schedule of anticipated performance to meet the relevant Schedule of Services.

4.6 CONTRACTOR has represented to DISTRICT that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence and experience upon written approval of DISTRICT. In the event that DISTRICT and CONTRACTOR cannot agree as to the substitution of key personnel, DISTRICT shall be entitled to terminate this Agreement, pursuant to provisions of Section 7 of this Agreement. The key personnel for performance of this Agreement are as follows: **Deborah Shepley, AIA, LEED AP, Principal.**

4.7 DISTRICT'S REPRESENTATIVE. The DISTRICT hereby designates **Felipe R. Lopez, Vice President of Business Services, Cerritos Community College District** or his designee, to act as its representative for the performance of this Agreement ("DISTRICT'S Representative"). DISTRICT'S Representative shall have the power to act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept direction or orders from any person other than the DISTRICT'S Representative or his or her designee.

4.8 CONTRACTOR hereby designates **Deborah Shepley, AIA, LEED AP, Principal, Gensler** or her designee, to act as its representative for the performance of this Agreement ("CONTRACTOR'S Representative"). CONTRACTOR'S Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. The CONTRACTOR'S Representative shall supervise and direct all services under this Agreement, using [his or her] best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of all services under this Agreement.

4.9 CONTRACTOR agrees to work closely with DISTRICT staff in the performance of all services under this Agreement and shall be available to DISTRICT'S staff, contractors and other staff at all reasonable times.

4.10 CONTRACTOR shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform all services under this Agreement. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. Finally, CONTRACTOR represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform all services required under this Agreement. As provided for in the indemnification provisions of this Agreement, CONTRACTOR shall perform, at its own cost and expense and without reimbursement from the DISTRICT, any services necessary to correct errors or omissions which are caused by the CONTRACTOR'S failure to comply with the standard of care provided for herein. Any employee of the CONTRACTOR or its



subcontractors who is determined by the DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of services under this Agreement, a threat to the safety of persons or property, or any employee who fails or refuses to perform such services in a manner acceptable to the DISTRICT, shall be promptly removed from work by the CONTRACTOR and shall not be re-employed to perform any services or work under this Agreement.

4.11 CONTRACTOR shall perform and complete all services under this Agreement within the term set forth in Section 4.5 above ("Performance Time"). CONTRACTOR agrees that if services are not completed within the aforementioned Performance Time, it is understood, acknowledged and agreed that the DISTRICT will suffer damage.

4.12 CONTRACTOR shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting its work or services under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with such work or services. If CONTRACTOR performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the DISTRICT, CONTRACTOR shall be solely responsible for all costs arising therefrom. CONTRACTOR shall defend, indemnify and hold DISTRICT, its officials, directors, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

4.13 By executing this Agreement, CONTRACTOR verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the CONTRACTOR. CONTRACTOR also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. CONTRACTOR shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. CONTRACTOR shall maintain records of each such verification, and shall make them available to the DISTRICT or its representatives for inspection and copy at any time during normal business hours. The DISTRICT shall not be responsible for any costs or expenses related to CONTRACTOR'S compliance with the requirements provided for in Section 4.0 or any of its sub-sections.

4.14 To the same extent and under the same conditions as CONTRACTOR, CONTRACTOR shall require all of its subcontractors performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 4.13.

4.15 Each person executing this Agreement on behalf of CONTRACTOR verifies that they are a duly authorized officer of CONTRACTOR, and understands that any of the following shall be grounds for the DISTRICT to terminate the Agreement for cause: (1) failure of CONTRACTOR or its subcontractors to meet any of the requirements provided for in Sections 4.13 or 4.14; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the CONTRACTOR under Section 4.14); or (3) failure to immediately remove from work any person found not to be in compliance with such requirements.

4.16 By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the services under this Agreement.

4.17 CONTRACTOR represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all

activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

## 5.0 INDEMNIFICATION.

5.1 To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold DISTRICT and its Governing Board, officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of CONTRACTOR, its officials, officers, employees, subcontractors or agents in connection with the performance of CONTRACTOR'S services, project or efforts undertaken pursuant to this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent CONTRACTOR'S services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR.

5.2 CONTRACTOR shall defend, with Counsel of DISTRICT'S choosing and at CONTRACTOR'S own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 5.1 that may be brought or instituted against DISTRICT or its Governing Board, officials, officers, employees, volunteers, and agents. CONTRACTOR shall pay and satisfy any judgment, award or decree that may be rendered against DISTRICT or its Governing Board, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. CONTRACTOR shall also reimburse DISTRICT for the cost of any settlement paid by DISTRICT or its Governing Board, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for DISTRICT'S attorney's fees and costs, including expert witness fees. CONTRACTOR shall reimburse DISTRICT and its Governing Board, officials, officers, employees, volunteers and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONTRACTOR'S obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the DISTRICT, its directors, officials officers, employees, agents, or volunteers.

## 6.0 INSURANCE.

6.1 CONTRACTOR shall not commence work under this Agreement until it has provided evidence satisfactory to DISTRICT that it has secured all insurance required under this section. CONTRACTOR agrees to maintain, during the performance of all services under this Agreement, and for period of not less than one year following the expiration of this Agreement, at its sole expense, the following insurance coverages with limits of not less than those designated below:

(a) **Minimum Requirements.** CONTRACTOR shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives, employees or subcontractors. CONTRACTOR shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

i. **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) Professional Liability Insurance; and (4) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

ii. **Minimum Limits of Insurance.** CONTRACTOR shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage; if Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit and shall specifically include blanket contractual liability, written on an

occurrence basis; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Professional Liability*: \$1,000,000 per claim; (4) *if Contractor has an employee(s), Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

(b) **Insurance Endorsements.** The insurance policies shall contain the following provisions, or CONTRACTOR shall provide endorsements on forms approved by the DISTRICT to add the following provisions to the insurance policies:

i. **General Liability.** The general liability policy shall be endorsed to state that: (1) DISTRICT, its directors, officials, officers, employees, volunteers, and agents shall be covered as additional insureds with respect to the services or operations performed by or on behalf of the CONTRACTOR, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents, or if excess, shall stand in an unbroken chain of coverage excess of the CONTRACTOR'S scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents shall be excess of the CONTRACTOR'S insurance and shall not be called upon to contribute with it in any way.

ii. **Automobile Liability.** The automobile liability policy shall be endorsed to state that: (1) DISTRICT, its directors, officials, officers, employees, volunteers, and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the CONTRACTOR or for which the CONTRACTOR is responsible; and (2) the insurance coverage shall be primary insurance as respects DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents, or if excess, shall stand in an unbroken chain of coverage excess of the CONTRACTOR'S scheduled underlying coverage. Any insurance or self-insurance maintained by DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents shall be excess of the CONTRACTOR'S insurance and shall not be called upon to contribute with it in any way.

iii. **Workers' Compensation and Employers Liability Coverage.** The insurer shall agree to waive all rights of subrogation against DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents for losses paid under the terms of the insurance policy which arise from work performed by the CONTRACTOR.

iv. **All Coverages.** Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT; and, (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents.

(c) **Separation of Insureds; No Special Limitations.** All insurance required by this Agreement, except for Workers' Compensation and Employer's Liability and Professional Liability coverage, shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents.

(d) **Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. If DISTRICT does not approve the deductibles or self-insured retentions as presented, CONTRACTOR shall guarantee that, at the option of DISTRICT, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects DISTRICT, its directors, officials, officers, employees and agents; or, (2) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

(e) **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to DISTRICT.

(f) **Reporting of Claims.** CONTRACTOR shall report to DISTRICT, in addition to CONTRACTOR'S insurer, any and all insurance claims submitted by CONTRACTOR in connection with services under this Agreement.

(g) **Verification of Coverage.** CONTRACTOR shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by DISTRICT before work commences. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.2 The DISTRICT does not represent or warrant that the types or limits of insurance adequately protect CONTRACTOR'S interest or sufficiently cover CONTRACTOR'S liability exposure. Failure by CONTRACTOR to maintain the insurance coverages specified herein shall be considered a material breach of this Agreement.

6.3 Prior to commencing work, CONTRACTOR will furnish DISTRICT with properly endorsed certificates of insurance acceptable to DISTRICT which provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to DISTRICT. All certificates must be faxed or emailed, followed by a hard copy "wet ink" signed original in the mail to: Cerritos Community College District, Attn: Purchasing, 11110 Alondra Boulevard, Norwalk, CA 90650-6203.

6.4 No payments will be made to CONTRACTOR until current and complete certificate(s) of insurance are on file with the Purchasing Services Office of DISTRICT.

## **7.0 TERMINATION OF AGREEMENT**

7.1 DISTRICT may, by written notice to CONTRACTOR, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to CONTRACTOR of such termination, and specifying the effective date thereof, not less than ten (10) business days before the effective date of such termination. Upon termination, CONTRACTOR shall be compensated only for those services which have been adequately rendered to DISTRICT, and CONTRACTOR shall be entitled to no further compensation. CONTRACTOR may not terminate this Agreement except for cause.

7.2 If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data and other information of any kind prepared by CONTRACTOR in connection with the performance of services under this Agreement. CONTRACTOR shall be required to provide such document and other information within fifteen (15) days of the request.

7.3 In the event this Agreement is terminated in whole or in part as provided herein, DISTRICT may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

**8.0 EMPLOYMENT WITH PUBLIC AGENCY.** CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this AGREEMENT.

**9.0 CONFLICT OF INTEREST.** CONTRACTOR shall not hire any officer or employee of the DISTRICT to perform any service covered by this Agreement. CONTRACTOR affirms that to the best of CONTRACTOR'S knowledge there exists no actual or potential conflict between CONTRACTOR'S family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with DISTRICT. CONTRACTOR shall not be in a reporting relationship to a DISTRICT employee who is a near relative, nor shall the near relative be in a decision-making position with respect to CONTRACTOR.

**10.0 ON-SITE ACCOMMODATIONS.** DISTRICT shall provide CONTRACTOR with reasonable and customary working accommodations to support any on-site activities in the performance of CONTRACTOR'S services.

## 11.0 OWNERSHIP OF MATERIALS/CONFIDENTIALITY.

11.1 **Originality of Services.** CONTRACTOR warrants and represents that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to DISTRICT and/or used in connection with this Agreement, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services or under lawful license by any CONTRACTOR hired subcontractor.

11.2 **Documents & Data; Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for DISTRICT to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by CONTRACTOR under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of DISTRICT, and shall not be used in whole or in substantial part by CONTRACTOR on other projects or services without DISTRICT'S express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, CONTRACTOR shall provide to DISTRICT reproducible copies of all Documents & Data, in a form and amount required by DISTRICT. DISTRICT reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by DISTRICT at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the CONTRACTOR is entitled under the termination provisions of this Agreement, CONTRACTOR shall provide all Documents & Data to DISTRICT upon payment of the undisputed amount. CONTRACTOR shall have no right to retain or fail to provide to DISTRICT any such documents pending resolution of the dispute. In addition, CONTRACTOR shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of services under this Agreement, and shall make copies available to DISTRICT upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, CONTRACTOR shall make a reasonable effort to notify DISTRICT and provide DISTRICT with the opportunity to obtain the documents.

11.3 **Subcontractors.** CONTRACTOR shall require all subcontractors to agree in writing that DISTRICT is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. CONTRACTOR represents and warrants that CONTRACTOR has the legal right to license any and all Documents & Data. CONTRACTOR makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than CONTRACTOR or its subcontractors, or those provided to CONTRACTOR by the DISTRICT.

11.4 **Right to Use.** DISTRICT shall not be limited in any way in its use or reuse of Documents and Data or any part of thereof at any time for purposes of any project or services under this Agreement provided that any such use not within the purposes intended by this Agreement or on a project or service other than any project or service under this Agreement without employing the services of CONTRACTOR shall be at DISTRICT'S sole risk. If DISTRICT uses or reuses the Documents & Data on any project or service other than a project or service under this Agreement, it shall remove the CONTRACTOR'S seal from the Documents & Data and indemnify and hold harmless CONTRACTOR and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other projects or services. CONTRACTOR shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the DISTRICT upon completion, suspension, abandonment or termination. CONTRACTOR shall not be responsible or liable for any revisions to the Documents & Data made by any party other than CONTRACTOR, a party for whom the CONTRACTOR is legally responsible or liable, or anyone approved by the CONTRACTOR.

11.5 **Indemnification.** CONTRACTOR shall defend, indemnify and hold the DISTRICT, its directors, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on any

project or service by DISTRICT of the Documents & Data, including any method, process, product, or concept specified or depicted

**11.6 Confidentiality.** All Documents & Data, either created by or provided to CONTRACTOR in connection with the performance of this Agreement, shall be held confidential by CONTRACTOR. All Documents & Data shall not, without the prior written consent of DISTRICT, be used or reproduced by CONTRACTOR for any purposes other than the performance of services under this Agreement. CONTRACTOR shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of any project or service under this Agreement. Nothing furnished to CONTRACTOR that is otherwise known to CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential. CONTRACTOR shall not use DISTRICT'S name or insignia, photographs of any project, or any publicity pertaining to any services or any project under this Agreement, in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.

**12.0 RECORDS ABOUT INDIVIDUALS.** California law, as well as DISTRICT policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.

12.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of the DISTRICT and subject to state law and DISTRICT policies governing privacy and access to files.

12.2 CONTRACTOR shall use his or her best efforts to keep confidential any information provided by DISTRICT and marked "Confidential Information," or any oral information conveyed to CONTRACTOR by DISTRICT and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which the CONTRACTOR can demonstrate by written records was known to CONTRACTOR prior to the effective date of this Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of CONTRACTOR; or (iii) is obtained lawfully from a third party.

**13.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS.** While performing any service for DISTRICT, CONTRACTOR'S employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.

13.1 CONTRACTOR shall advise its employees, agents, or subcontractors of this policy. Their entry onto DISTRICT'S premises or the work site constitutes consent to searches and inspections. When DISTRICT has reason to believe there has been a violation of any aspect of the drug-free workplace requirements, CONTRACTOR and its employees, agents, suppliers, subcontractors shall, when requested, immediately submit to a search of their person, and/or lockers, lunch boxes, briefcases, purses, packages, desks, workstations, vehicles and other personal belongings available for inspection.

13.2 CONTRACTOR understands and agrees that any of its employees involved in accidents will be subject to drug and/or alcohol testing as part of the post-accident investigation.

13.3 Declining to submit to required searches and inspections may result in the termination of this Agreement and all current or future business relationships and/or visiting privileges.

**14.0 DELAYS.**

14.1 Delay, nondelivery, or any other failure to perform shall not be excused, unless it arises as a result of unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR and CONTRACTOR gives notice to DISTRICT within 24 hours of both the delay or nondelivery and the cause thereof and exerts reasonable efforts to mitigate the effect of same on DISTRICT to cause a complete cure of the failure in no less than five (5) working days. Delays caused by matters outside of CONTRACTOR'S control shall be excusable, and CONTRACTOR waives any other claims or entitlement for fees or compensation based on extended delays or absences hereunder

14.2 If at any time CONTRACTOR becomes aware of circumstances that may cause a delay, CONTRACTOR shall immediately give written notice of such circumstances to the DISTRICT and shall immediately take action to remedy the situation. If CONTRACTOR does not remedy the situation within a reasonable time, the DISTRICT shall have the right, directly or through CONTRACTOR, to investigate and institute action at CONTRACTOR'S expense, to prevent or mitigate any delay.

**15.0 FORCE MAJEURE.** Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.

**16.0 DISPUTES.** All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner.

16.1 The Parties shall enter into good faith negotiations to reach an equitable settlement.

16.2 If a good faith settlement cannot be reached, the Parties may agree to select a method of dispute resolution other than litigation, such as arbitration, mediation, or other method of alternative dispute resolution. In the event that the Parties are unable to agree on a method of dispute resolution other than litigation, suit may be brought in a court located nearest the DISTRICT office involved in the suit.

16.3 Should it be necessary for either Party to initiate legal proceedings to resolve disputes arising out of or relating to this Agreement, the prevailing Party shall be entitled to receive from the other Party all costs and expenses, including reasonable attorney's fees, incurred in such proceedings.

16.4 Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Agreement, the performance of any work, the delivery of any material, the payment of any moneys to CONTRACTOR, or otherwise, CONTRACTOR agrees that it will not directly or indirectly stop or delay the work directed by DISTRICT, or any part thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.

**17.0 GOVERNING LAW; GOVERNMENT CODE CLAIM COMPLIANCE.** This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, CONTRACTOR must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONTRACTOR. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, CONTRACTOR shall be barred from bringing and maintaining a valid lawsuit against the DISTRICT.

**18.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT.** This Agreement is for the exclusive services of CONTRACTOR. The obligations of the CONTRACTOR pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual by CONTRACTOR without the express written approval of DISTRICT.

**19.0 CONSTRUCTION; REFERENCES; CAPTIONS.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not business days unless otherwise specified in this Agreement. All references to CONTRACTOR include all personnel, employees, agents, and subcontractors of CONTRACTOR, except as otherwise specified in this Agreement. All references to DISTRICT include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and

ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

- 20.0 AMENDMENT; MODIFICATION.** No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties pursuant to a Contract Amendment Form, Exhibit "A", attached hereto and incorporated herein by this reference. DISTRICT may modify the form of the Contract Amendment Form in its sole discretion at any time prior to execution.
- 21.0 NON-WAIVER.** The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 22.0 COOPERATION; FURTHER ACTS.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 23.0 ATTORNEYS' FEES.** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 24.0 AUTHORITY TO ENTER AGREEMENT.** CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 25.0 COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original.
- 26.0 NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- 27.0 SEVERABILITY.** If any term, condition, or 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 and effect, and shall not be affected, impaired, or invalidated in any way.
- 28.0 TIME OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.
- 29.0 ENTIRE AGREEMENT.** This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both DISTRICT and CONTRACTOR.  
  
29.1 This Agreement and any attachments or exhibits incorporated by reference are complementary and what is required by one shall be as binding as if required by all. In the case of conflict or inconsistency, this Agreement shall control over any such attachments or exhibits.
- 30.0 NOTICE.** Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

**CERRITOS COMMUNITY COLLEGE DISTRICT:**

**CONTRACTOR:**

Representative: Felipe R. Lopez

Representative: \_\_\_\_\_



Vice President of Business  
Services  
Tel: (562) 860-2451

\_\_\_\_\_  
*(Name & Title)*

Tel: \_\_\_\_\_

For Notices: Cerritos Community College District  
Purchasing Department  
11110 Alondra Boulevard  
Norwalk, CA 90650-6203

For Notices: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax: (562) 467-5020

Fax: \_\_\_\_\_

**[SIGNATURES ON THE FOLLOWING PAGE]**

**SIGNATURE PAGE  
TO  
CERRITOS COMMUNITY COLLEGE DISTRICT  
INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

IN WITNESS WHEREOF, DISTRICT and CONTRACTOR have executed this Agreement on the date first written above.

**CERRITOS COMMUNITY COLLEGE DISTRICT:**

**CONTRACTOR:**

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed or Printed Name, & Title*

\_\_\_\_\_  
*Typed or Printed Name, & Title*

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
*Tax Identification Number (EIN)*

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

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

EXHIBIT "A"

**CERRITOS COMMUNITY COLLEGE DISTRICT  
CONTRACT AMENDMENT FORM**

AMENDMENT NO.

To

CONTRACT NO.

The Agreement made and entered on \_\_\_\_\_, by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("DISTRICT"), and \_\_\_\_\_, a \_\_\_\_\_ organized under the laws of the state of \_\_\_\_\_ with its principal place of business at \_\_\_\_\_ ("CONTRACTOR"), is **AMENDED** on \_\_\_\_\_, as follows:

**RECITALS**

WHEREAS, DISTRICT and CONTRACTOR entered into that certain Independent Contractor Agreement dated \_\_\_\_\_ ("Agreement"), whereby CONTRACTOR agreed to provide certain services;

WHEREAS, DISTRICT and CONTRACTOR desire to amend the Agreement to provide for additional services;

NOW THEREFORE, the Parties agree as follows:

1. TERMS

1.1 Pursuant to Sections 2.1 and 20.0 of the Agreement, CONTRACTOR shall provide the following services: [Insert As Applicable]

1.2 Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

1.3 This Amendment may be executed in duplicative originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

1.4 Additional Terms: [Insert As Applicable]

**INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AMENDMENT AS OF THE DATE WRITTEN ABOVE:**

**CERRITOS COMMUNITY COLLEGE DISTRICT:**

**CONTRACTOR:**

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed or Printed Name, & Title*

\_\_\_\_\_  
*Typed or Printed Name, & Title*

500 S Figueroa Street  
Los Angeles CA 90071  
USA

Tel 213.327.3600  
Fax 213.327.3601



July 11, 2018

Felipe Lopez  
Vice President Administrative Services  
Cerritos College  
11110 Alondra Boulevard  
Norwalk, CA 90650-6203

Subject: Cerritos College  
Facilities Master Plan

Dear Felipe:

M. Arthur Gensler Jr. & Associates, Inc. ("Gensler") is pleased to present our proposal for providing planning services to Cerritos College to develop your Facilities Master. We understand the general scope of work based on our discussion we had on July 10 and recommend that we engage in a 'Discovery Phase' to include the following:

**A. SCOPE OF WORK**

To collaborate with the Cerritos College leadership to begin the development of the Facilities Master Plan. These services will include, but are not limited to:

- Review available information
- Develop an outline 'table of contents'
- Define level of detail for the analysis and recommendations
- Identify consultants to include on the team
- Determine scope of work and approach
- Determine committee structure and meetings
- Develop overall project timeline

**B. COMPENSATION**

Gensler's proposed fee for the services described above is based on a Time and Materials basis, not-to-exceed fee of \$20,000 (twenty thousand dollars), plus reimbursable expenses per the attached rate schedule.

Felipe, we look forward to working with you on this planning project. If you have any questions, or would like to discuss our proposal in more detail, I can be reached on my mobile line at 949.648.4496.

Sincerely,

A handwritten signature in black ink that reads "Deborah Shepley".

Deborah Shepley, AIA, LEED® AP  
Principal  
**Gensler**



July 2018

Project: Cerritos College Facilities Master Planning Services

Services provided on an hourly basis shall be based on Gensler's standard hourly rates as follows. These rates are subject to change annually.

Principal	\$240
Project Manager	\$200
Project Designer	\$195
Project Architect	\$175
Project Planner	\$150
Junior Designer	\$120
Project Coordinator	\$85

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **August 15, 2018**

**Agenda Item No. 13**

**FROM:**

\_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:**

\_\_\_\_\_  
Felipe R. Lopez  
Vice President of Business Services/  
Assistant Superintendent

**PREPARED BY:**

\_\_\_\_\_  
Mark B. Logan  
Director, Purchasing and  
Contract Administration

<p><b>SUBJECT:        Consideration of Approval of Records Disposal Per Title V of the California Code of Regulations</b></p>
---

**ACTION**

It is recommended that the Board of Trustees approve the disposal/destruction of records as presented per Title V of the California Code of Regulations.

**FISCAL IMPACT**

Cost for the destruction of the documents will be approximately \$1000.

**REPORT SUMMARY**

Cerritos College retains various documents classified as "records" in accordance with applicable law, to include, but not limited to, the California Education Code, Government Code, and Title V of the California Code of Regulations.

Records retention is the holding period for records for further use. The specific holding period is dependent upon legal requirements and best practices and varies depending on the type of record.

Records are classified into the following classifications per the California Code of Regulations, Title V, Sections 16020 et seq.:

**Class I:**        **Permanent Records.** These records require that the original or one exact copy (unless microfilmed) shall be retained indefinitely as specified in Section 16023 of the California Code of Regulations.

**Class II:**       **Optional Records.** These records are not required by law to be retained permanently but may be deemed worthy of further preservation as specified in Section 16024 of the California Code of Regulations.

**Class III:**      **Disposable Records.** These records have specific required retention periods and procedures for destruction or transfer as specified in Section 16025 of the California Code of Regulations.

All Class III records which have been held for the required retention periods, and any permanent records that have been classified as Class III records after having been duly microfilmed and held for the required retention period, may be destroyed per Title V, Sections 16026-16027 of the California Code of Regulations.

Cerritos College is requesting to dispose of/destroy certain documents classified as Class III records as noted on the attached list. The records have been retained for the period of time required by law and there is no further need to retain the records.

**NOTICING REQUIREMENTS**

None is required beyond posting of this item on the agenda.

**ATTACHMENT(S)**

Class III Document Listing

**DISPOSAL OF DISTRICT RECORDS: CLASS III DOCUMENTS**

**BOARD MEETING DATE: AUGUST 15, 2018**

<b>Department</b>	<b>Description of Contents</b>	<b>No. of Boxes</b>	<b>Document Years</b>	<b>Class Code</b>
<b>Purchasing</b>				
	Certified Payroll Records – Softball Field Renovation	1	2003-2014	3
	Certified Payroll Records – Fire Alarm Group 1/Notification System Social Science Interior Upgrade	1	2003-2014	3
	Certified Payroll Records – Facilities & Purchasing Complex	2	2003-2014	3
	Contracts	2	2012-2013	3
	Computer Loans	1	Pre-2012	3
<b>Fiscal Services</b>				
	B-Warrants	7	2012-2013	3
	Reimbursements	1	2012-2013	3
	Cash Receipts	2	2012-2013	3
	ASCC	2	2012-2013	3
<b>Payroll</b>				
	Petty Cash	1	2006-2011	3
<b>CTE</b>				
	Special Projects and Perkins	1	2007-2008	3
<b>OWL</b>				
	Summer 2004	1	2004	3



# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **August 15, 2018**

**Agenda Item No. 14**

**FROM:**

\_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:**

\_\_\_\_\_  
Felipe R. Lopez  
Vice President of Business Services/  
Assistant Superintendent

**PREPARED BY:**

\_\_\_\_\_  
Mark B. Logan  
Director, Purchasing and  
Contract Administration

<b>SUBJECT:      Consideration of Approval of Purchase Orders for the Month of June 2018</b>
--

**ACTION**

It is recommended that the Board of Trustees approve the purchase orders processed during the month of June 2018.

**FISCAL IMPACT**

Funding sources vary and are dependent upon the goods/services purchased.

**REPORT SUMMARY**

This report of purchase orders processed during the month of June 2018 is provided for review and approval. The report provides the purchase order date, purchase order number, vendor name, description, requesting department, account string (funding source) and amount of the purchase order.

**NOTICING REQUIREMENTS**

None is required beyond posting of this item on the agenda.

**ATTACHMENT(S)**

June 2018 – Purchase Order Report

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 1

Run Date: 07/07/2018

Run Time: 03:23:24AM

FY: 17-18

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
06/01/18	0000068595	C		06/01/2018	RAN GRAPHICS	PRINTING SERVICES	Matriculation-Std nt Assessment	01.3	00000.0	00000	71110	4550	6320000	17-18	633.30	
				06/01/2018			0000068595				RAN GRAPHICS					633.30
06/01/18	0000068596	A		06/01/2018	SKYNDEX LLC	PHYSICAL EDUCATION SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6450	0900000	17-18	4,506.18	
				06/01/2018			0000068596				SKYNDEX LLC					4,506.18
06/01/18	0000068597	A		06/01/2018	AMERICAN NATIONAL RED	PHYSICAL EDUCATION SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	6450	0900000	17-18	8,700.21	
				06/01/2018			0000068597				AMERICAN NATIONAL RED CROSS					8,700.21
06/02/18	0000068598	C		06/02/2018	US BANK EQUIPMENT	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5610	6722000	17-18	8,482.94	
				06/02/2018			0000068598				US BANK EQUIPMENT FINANCE					8,482.94
06/02/18	0000068599	A		06/02/2018	KTS NETWORK SOLUTIONS	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	6460	6722000	17-18	925.66	
				06/02/2018			0000068599				KTS NETWORK SOLUTIONS					925.66
06/02/18	0000068600	C		06/04/2018	AMERICAN FIDELITY ADMINISTRATIVE	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5810	6721000	17-18	1,672.20	
				06/02/2018			0000068600				AMERICAN FIDELITY ADMINISTRATIVE SERVICE					1,672.20
06/02/18	0000068601	C		06/04/2018	CERRITOS COLLEGE DISTRICT	MISCELLANEOUS	Fiscal Operations	61.2	00000.0	00000	04100	5410	6720000	17-18	7,148.66	
				06/02/2018			0000068601				CERRITOS COLLEGE DISTRICT					7,148.66
06/02/18	0000068602	C		06/04/2018	EL RANCHO UNIFIED SCHOOL DISTRICT	NON-INSTRUCTIONAL SUPPLIES	School Relations	01.0	00000.0	00000	03320	4550	6493000	17-18	300.00	
				06/02/2018			0000068602				EL RANCHO UNIFIED SCHOOL DISTRICT					300.00
06/02/18	0000068603	C		06/04/2018	TOTAL COMPENSATION	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5810	6721000	17-18	7,740.00	
				06/02/2018			0000068603				TOTAL COMPENSATION SYSTEMS, INC.					7,740.00

Stat: P=Pending, A=Active, C=Completed, X=Canceled

\* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 2

Run Date: 07/07/2018

Run Time: 03:23:24AM

FY: 17-18

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
06/02/18	0000068604	C		06/04/2018	LIEBERT CASSIDY WHITMORE	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	17-18	358.00	
						<b>06/02/2018</b>	<b>0000068604</b>	<b>LIEBERT CASSIDY WHITMORE</b>							<b>358.00</b>	
06/02/18	0000068605	C		06/04/2018	CERRITOS HIGH SCHOOL THE	NON-INSTRUCTIONAL SUPPLIES	School Relations	01.0	00000.0	00000	03320	4550	6493000	17-18	70.00	
						<b>06/02/2018</b>	<b>0000068605</b>	<b>CERRITOS HIGH SCHOOL THE</b>							<b>70.00</b>	
06/02/18	0000068606	C		06/04/2018	COUNTY OF LOS ANGELES	FEES, LICENSE	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	17-18	887.00	
						<b>06/02/2018</b>	<b>0000068606</b>	<b>COUNTY OF LOS ANGELES</b>							<b>887.00</b>	
06/02/18	0000068607	C		06/04/2018	BEE EMERGENCY RESPONSE TEAM	CONTRACTED SERVICES	Grounds Maintenance-Re	01.0	00000.0	00000	04400	5810	6550000	17-18	195.00	
						<b>06/02/2018</b>	<b>0000068607</b>	<b>BEE EMERGENCY RESPONSE TEAM</b>							<b>195.00</b>	
06/02/18	0000068608	C		06/04/2018	WATER REPLENISHMENT	FEES, LICENSE	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	17-18	124.95	
						<b>06/02/2018</b>	<b>0000068608</b>	<b>WATER REPLENISHMENT DISTRICT OF SO CAL</b>							<b>124.95</b>	
06/05/18	0000068610	C		06/05/2018	LOEWS CORONADO BAY RESORT	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	5210	6300000	17-18	2,675.52	
						<b>06/05/2018</b>	<b>0000068610</b>	<b>LOEWS CORONADO BAY RESORT</b>							<b>2,675.52</b>	
06/05/18	0000068611	A		06/05/2018	RODGER'S CATERING	FOOD PRODUCTS	Foster Care	39.6	00000.0	00000	76500	4550	1305700	17-18	294.56	
						<b>06/05/2018</b>	<b>0000068611</b>	<b>RODGER'S CATERING</b>							<b>294.56</b>	
06/05/18	0000068612	C		06/05/2018	UMOJA COMMUNITY EDUCATION	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	5210	6300000	17-18	1,950.00	
						<b>06/05/2018</b>	<b>0000068612</b>	<b>UMOJA COMMUNITY EDUCATION FOUNDATION</b>							<b>1,950.00</b>	
06/05/18	0000068613	C		06/18/2018	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Purchasing	01.0	00000.0	00000	04300	4550	6722000	17-18	321.24	
						<b>06/05/2018</b>	<b>0000068613</b>	<b>AMAZON</b>							<b>321.24</b>	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

\* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 3

Run Date: 07/07/2018

Run Time: 03:23:24AM

FY: 17-18

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
06/05/18	0000068614	A		06/06/2018	CARRILLO, ROSA	MISCELLANEOUS	Counseling-Guid ance	01.0	00000.0	00100	03400	4550	6310000	17-18	3,674.22	
								39.0	00000.0	00000	74300	4550	6310000	17-18	2,280.20	
				<b>06/05/2018</b>			<b>0000068614</b>			<b>CARRILLO, ROSA</b>						<b>5,954.42</b>
06/05/18	0000068615	C		06/06/2018	JAMES LEGOY PRODUCTIONS	CONTRACT SERVICES RENDERED	Human Resources	01.3	00000.0	07002	73460	5810	6730000	17-18	1,000.00	
				<b>06/05/2018</b>			<b>0000068615</b>			<b>JAMES LEGOY PRODUCTIONS</b>						<b>1,000.00</b>
06/05/18	0000068616	C		06/05/2018	RODGER'S CATERING	FOOD PRODUCTS	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	17-18	87.05	
				<b>06/05/2018</b>			<b>0000068616</b>			<b>RODGER'S CATERING</b>						<b>87.05</b>
06/05/18	0000068617	C		06/05/2018	FRANTONE'S PIZZA	FOOD PRODUCTS	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	17-18	195.94	
				<b>06/05/2018</b>			<b>0000068617</b>			<b>FRANTONE'S PIZZA</b>						<b>195.94</b>
06/05/18	0000068618	C		06/05/2018	CARRILLO, ROSA	MISCELLANEOUS	Counseling-Guid ance	01.0	00000.0	00100	03400	4550	6310000	17-18	1,618.70	
				<b>06/05/2018</b>			<b>0000068618</b>			<b>CARRILLO, ROSA</b>						<b>1,618.70</b>
06/05/18	0000068619	C		06/05/2018	MMZ PRINTING AND GRAPHICS	NON-INSTRUCTIONAL SUPPLIES	Warehouse	01.0	00000.0	00000	04300	4510	6723000	17-18	1,434.45	
				<b>06/05/2018</b>			<b>0000068619</b>			<b>MMZ PRINTING AND GRAPHICS</b>						<b>1,434.45</b>
06/06/18	0000068620	A		06/06/2018	DIVERSIFIED BUSINESS SERVICES	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	4550	6722000	17-18	1,825.01	
				<b>06/06/2018</b>			<b>0000068620</b>			<b>DIVERSIFIED BUSINESS SERVICES</b>						<b>1,825.01</b>
06/07/18	0000068621	C		06/07/2018	EBSCO INFORMATION	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	17-18	104.45	
				<b>06/07/2018</b>			<b>0000068621</b>			<b>EBSCO INFORMATION SERVICES</b>						<b>104.45</b>
06/07/18	0000068622	C		06/07/2018	PRESS TELEGRAM	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	17-18	652.94	
				<b>06/07/2018</b>			<b>0000068622</b>			<b>PRESS TELEGRAM</b>						<b>652.94</b>

Stat: P=Pending, A=Active, C=Completed, X=Canceled

\* Prior Year Payments

Report ID: LAPO009C

Board List Purchase Order Report

Page No. 4

District: 64360

CERRITOS COLLEGE

Run Date: 07/07/2018

Run Time: 03:23:24AM

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018

FY: 17-18

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
06/07/18	0000068623	C		06/07/2018	WARD, DEBRA	REIMBURSEMENT	Child Development	01.3	00000.0	00000	70751	4320	6920000	17-18	1,151.95	
				<b>06/07/2018</b>			<b>0000068623</b>				<b>WARD, DEBRA</b>					<b>1,151.95</b>
06/07/18	0000068624	C		06/07/2018	WARD, DEBRA	REIMBURSEMENT	Child Development	01.3	00000.0	00000	70790	4550	6920000	17-18	1,145.75	
				<b>06/07/2018</b>			<b>0000068624</b>				<b>WARD, DEBRA</b>					<b>1,145.75</b>
06/07/18	0000068625	C		06/07/2018	SCHOLASTIC BOOKS FAIR	MISCELLANEOUS	Child Development	01.3	00000.0	00000	70751	4320	6920000	17-18	727.20	
				<b>06/07/2018</b>			<b>0000068625</b>				<b>SCHOLASTIC BOOKS FAIR</b>					<b>727.20</b>
06/09/18	0000068626	C		06/11/2018	SAL'S PLUMBING INC	REPAIRS - OTHER	Building Maintenance-Re	01.0	00000.0	00000	04400	5640	6510000	17-18	620.40	
				<b>06/09/2018</b>			<b>0000068626</b>				<b>SAL'S PLUMBING INC</b>					<b>620.40</b>
06/09/18	0000068627	C		06/09/2018	LIEBERT CASSIDY WHITMORE	CONFERENCE AND TRAVEL	Human Resources	01.0	00000.0	00000	05100	5210	6730000	17-18	375.00	
				<b>06/09/2018</b>			<b>0000068627</b>				<b>LIEBERT CASSIDY WHITMORE</b>					<b>375.00</b>
06/09/18	0000068628	C		06/09/2018	DAVIS, MURPHY	MISCELLANEOUS	Oth Community Svcs-Economic	01.0	00000.0	00000	04400	5810	6899000	17-18	450.00	
				<b>06/09/2018</b>			<b>0000068628</b>				<b>DAVIS, MURPHY</b>					<b>450.00</b>
06/09/18	0000068629	C		06/09/2018	LAWTON, DANNY	MISCELLANEOUS	Oth Community Svcs-Economic	01.0	00000.0	00000	04400	5810	6899000	17-18	450.00	
				<b>06/09/2018</b>			<b>0000068629</b>				<b>LAWTON, DANNY</b>					<b>450.00</b>
06/09/18	0000068630	C		06/09/2018	LITTLEJOHN, JORDAN	MISCELLANEOUS	Oth Community Svcs-Economic	01.0	00000.0	00000	04400	5810	6899000	17-18	450.00	
				<b>06/09/2018</b>			<b>0000068630</b>				<b>LITTLEJOHN, JORDAN</b>					<b>450.00</b>
06/09/18	0000068631	C		06/09/2018	DEZMON, MURPHY	MISCELLANEOUS	Oth Community Svcs-Economic	01.0	00000.0	00000	04400	5810	6899000	17-18	100.00	
				<b>06/09/2018</b>			<b>0000068631</b>				<b>DEZMON, MURPHY</b>					<b>100.00</b>

Stat: P=Pending, A=Active, C=Completed, X=Canceled

\* Prior Year Payments

Report ID: LAPO009C

District: 64360

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 5

Run Date: 07/07/2018

Run Time: 03:23:24AM

FY: 17-18

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
06/11/18	0000068632	C		06/11/2018	RODGER'S CATERING	CATERING SERVICES	Center for Teaching	01.3	00000.0	01004	73460	4550	6195000	17-18	2,573.15	
				06/11/2018			0000068632				RODGER'S CATERING					2,573.15
06/11/18	0000068634	C		06/11/2018	HIGHER EDUCATION USER GROUP	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	5210	6460000	17-18	125.00	
				06/11/2018			0000068634				HIGHER EDUCATION USER GROUP					125.00
06/11/18	0000068636	C		06/18/2018	BANK OF AMERICA	CONFERENCE AND TRAVEL	Parking	39.5	00000.0	00000	79800	5210	6950000	17-18	80.00	
				06/11/2018			0000068636				BANK OF AMERICA					80.00
06/12/18	0000068637	C		06/12/2018	CERRITOS COLLEGE DISTRICT	MISCELLANEOUS	Fiscal Operations	61.2	00000.0	00000	04100	5410	6720000	17-18	6,320.00	
				06/12/2018			0000068637				CERRITOS COLLEGE DISTRICT					6,320.00
06/12/18	0000068638	C		06/12/2018	AVID TECHNOLOGY, INC.	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	03600	70200	5210	6190000	17-18	4,800.00	
				06/12/2018			0000068638				AVID TECHNOLOGY, INC.					4,800.00
06/12/18	0000068639	C		06/12/2018	RAN GRAPHICS	PRINTING SERVICES	General Administration	01.0	00000.0	00000	01200	4550	6006000	17-18	492.75	
						MISCELLANEOUS		01.0	00000.0	00000	01200	4550	6006000	17-18	15.00	
				06/12/2018			0000068639				RAN GRAPHICS					507.75
06/12/18	0000068640	C		06/12/2018	WITTIG, ANDREA	MISCELLANEOUS	Board of Trustees	01.0	00000.0	00000	01100	4550	6005000	17-18	83.78	
				06/12/2018			0000068640				WITTIG, ANDREA					83.78
06/14/18	0000068641	C		06/14/2018	CARRILLO, ROSA	MISCELLANEOUS	Counseling	01.3	00000.0	03008	73460	4550	6300000	17-18	1,028.86	
				06/14/2018			0000068641				CARRILLO, ROSA					1,028.86
06/14/18	0000068642	C		07/02/2018	AMAZON	INSTRUCTIONAL SUPPLIES	CIS	01.3	00000.0	04100	70200	4320	0700000	17-18	132.91	
				06/14/2018			0000068642				AMAZON					132.91

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\* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 6

Run Date: 07/07/2018

Run Time: 03:23:24AM

FY: 17-18

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
06/14/18	0000068643	C		06/14/2018	CASTRO, MONICA	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	4550	6016000	17-18	80.91	
				<b>06/14/2018</b>			<b>0000068643</b>				<b>CASTRO, MONICA</b>					<b>80.91</b>
06/14/18	0000068644	C		06/14/2018	RODGER'S CATERING	FOOD PRODUCTS	Foster Care	39.6	00000.0	00000	76500	4550	1305700	17-18	1,012.06	
				<b>06/14/2018</b>			<b>0000068644</b>				<b>RODGER'S CATERING</b>					<b>1,012.06</b>
06/14/18	0000068645	C		06/14/2018	OMNIUPDATE, INC.	CONSULTANTS	Community Relations	01.0	00000.0	00000	03600	5810	6710000	17-18	1,000.00	
				<b>06/14/2018</b>			<b>0000068645</b>				<b>OMNIUPDATE, INC.</b>					<b>1,000.00</b>
06/15/18	0000068646	A		06/15/2018	RAN GRAPHICS	NON-INSTRUCTIONAL SUPPLIES	Matriculation-Std nt Assessment	01.3	00000.0	00000	71110	4550	6320000	17-18	311.64	
				<b>06/15/2018</b>			<b>0000068646</b>				<b>RAN GRAPHICS</b>					<b>311.64</b>
06/18/18	0000068647	C		06/18/2018	RODGER'S CATERING	NON-INSTRUCTIONAL SUPPLIES	Matriculation-Std nt Assessment	01.3	00000.0	00000	71110	4550	6320000	17-18	1,768.43	
				<b>06/18/2018</b>			<b>0000068647</b>				<b>RODGER'S CATERING</b>					<b>1,768.43</b>
06/18/18	0000068648	C		06/18/2018	LANGUAGE LINE SERVICES	NON-INSTRUCTIONAL SUPPLIES	Student Personnel Health Services	01.3 69.0	00000.0 00000.0	05002 00000	73460 03310	5810 4550	6450000 6440000	17-18 17-18	106.15 1,678.89	
				<b>06/18/2018</b>			<b>0000068648</b>				<b>LANGUAGE LINE SERVICES</b>					<b>1,785.04</b>
06/18/18	0000068649	C		06/18/2018	BANK OF AMERICA	TRAVEL AGENCIES	Instructional Office	01.0	00000.0	09000	02100	7610	6016000	17-18	7,680.00	
				<b>06/18/2018</b>			<b>0000068649</b>				<b>BANK OF AMERICA</b>					<b>7,680.00</b>
06/18/18	0000068650	C		06/18/2018	ARCHIVE POWER SYSTEMS	LICENSE/FEES	District	01.0	00000.0	00000	00000	9330	0000000	17-18	1,890.00	
				<b>06/18/2018</b>			<b>0000068650</b>				<b>ARCHIVE POWER SYSTEMS</b>					<b>1,890.00</b>
06/18/18	0000068651	C		06/19/2018	BANK OF AMERICA	TRAVEL AGENCIES	Instructional Office	01.0	00000.0	09000	02100	7610	6016000	17-18	4,050.00	
				<b>06/18/2018</b>			<b>0000068651</b>				<b>BANK OF AMERICA</b>					<b>4,050.00</b>

Stat: P=Pending, A=Active, C=Completed, X=Canceled

\* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 7

Run Date: 07/07/2018

Run Time: 03:23:24AM

FY: 17-18

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
06/18/18	0000068652	C		06/18/2018	BANK OF AMERICA	TRAVEL AGENCIES	Instructional Office	01.0	00000.0	09000	02100	7610	6016000	17-18	1,280.00	
				<b>06/18/2018</b>			<b>0000068652</b>			<b>BANK OF AMERICA</b>						<b>1,280.00</b>
06/18/18	0000068653	C		06/18/2018	WATANABE, SUSAN	REPAIRS - OTHER	Theater	01.0	00000.0	00000	02520	5630	1055000	17-18	200.00	
				<b>06/18/2018</b>			<b>0000068653</b>			<b>WATANABE, SUSAN</b>						<b>200.00</b>
06/18/18	0000068654	C		06/18/2018	IMAGE 2000, INC.	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5810	6722000	17-18	5,144.59	
				<b>06/18/2018</b>			<b>0000068654</b>			<b>IMAGE 2000, INC.</b>						<b>5,144.59</b>
06/18/18	0000068655	C		06/18/2018	IMAGE 2000, INC.	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5810	6722000	17-18	4,842.61	
				<b>06/18/2018</b>			<b>0000068655</b>			<b>IMAGE 2000, INC.</b>						<b>4,842.61</b>
06/19/18	0000068656	C		06/19/2018	ACADEMIC SENATE FOR CA COMM	CONFERENCE AND TRAVEL	Instructional Office	01.0	00000.0	00000	02100	5210	6016000	17-18	1,280.00	
				<b>06/19/2018</b>			<b>0000068656</b>			<b>ACADEMIC SENATE FOR CA COMM COLLEGES</b>						<b>1,280.00</b>
06/19/18	0000068657	C		06/21/2018	HYLAND SOFTWARE, INC.	MAINTENANCE AGREEMENTS	District	01.0	00000.0	00000	00000	9330	0000000	17-18	41,817.84	
								69.0	00000.0	00000	00000	9330	0000000	17-18	679.96	
				<b>06/19/2018</b>			<b>0000068657</b>			<b>HYLAND SOFTWARE, INC.</b>						<b>42,497.80</b>
06/19/18	0000068658	C		06/21/2018	HYLAND SOFTWARE, INC.	MAINTENANCE AGREEMENTS	District	01.3	00000.0	00000	00000	9330	0000000	17-18	31,724.00	
				<b>06/19/2018</b>			<b>0000068658</b>			<b>HYLAND SOFTWARE, INC.</b>						<b>31,724.00</b>
06/19/18	0000068659	C		06/19/2018	MR. B'S TEE	MISCELLANEOUS	Instructional Office	01.0	00000.0	00000	02110	4550	6016000	17-18	843.41	
				<b>06/19/2018</b>			<b>0000068659</b>			<b>MR. B'S TEE</b>						<b>843.41</b>
06/25/18	0000068660	C		06/25/2018	RUSSELL SIGLER INC.	MISCELLANEOUS	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	17-18	291.49	
				<b>06/25/2018</b>			<b>0000068660</b>			<b>RUSSELL SIGLER INC.</b>						<b>291.49</b>

Stat: P=Pending, A=Active, C=Completed, X=Canceled

\* Prior Year Payments



Report ID: LAPO009C

District: 64360

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 8

Run Date: 07/07/2018

Run Time: 03:23:24AM

FY: 17-18

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
06/19/18	0000068661	C		06/19/2018	COURTYARD RIVERSIDE	CONFERENCE AND TRAVEL	Instructional Office	01.0	00000.0	00000	02100	5210	6016000	17-18	687.10	
						<b>06/19/2018</b>	<b>0000068661</b>				<b>COURTYARD RIVERSIDE</b>					<b>687.10</b>
06/19/18	0000068662	C		06/19/2018	COURTYARD RIVERSIDE	CONFERENCE AND TRAVEL	Instructional Office	01.0	00000.0	00000	02100	5210	6016000	17-18	687.10	
						<b>06/19/2018</b>	<b>0000068662</b>				<b>COURTYARD RIVERSIDE</b>					<b>687.10</b>
06/19/18	0000068663	C		06/19/2018	RAN GRAPHICS	PRINTING SERVICES	Fine & Applied Arts	01.0	00000.0	00000	02520	4320	1051000	17-18	472.60	
							Arts	01.0	00000.0	00000	02520	4320	1052000	17-18	236.31	
							Museums-Galleries	01.0	00000.0	00000	02520	4550	6140000	17-18	1,654.10	
						<b>06/19/2018</b>	<b>0000068663</b>				<b>RAN GRAPHICS</b>					<b>2,363.01</b>
06/19/18	0000068664	C		06/19/2018	UNITED OF OMAHA	INSURANCE	Business-Commerce	01.0	00000.0	00000	02510	3910	0501000	17-18	17,026.00	
							Nursing	01.0	00000.0	00000	02530	3910	1230000	17-18	35,026.00	
							Dental Assisting	01.0	00000.0	00000	02530	3910	1240100	17-18	16,143.00	
							Humanities (Letters)	01.0	00000.0	00000	02540	3910	1500000	17-18	17,026.00	
							Psychology	01.0	00000.0	00000	02540	3910	2000000	17-18	16,584.00	
							Speech,Debate-Forensic	01.0	00000.0	00000	02550	3910	1506000	17-18	14,818.00	
							CIS	01.0	00000.0	00000	02570	3910	0700000	17-18	16,805.00	
							Physical Sciences	01.0	00000.0	00000	02570	3910	1951000	17-18	16,584.00	
							Division Office	01.0	00000.0	00000	02600	3910	0951000	17-18	17,026.00	
							Management Information	01.0	00000.0	00000	02210	3920	6780000	17-18	17,775.00	
							Business-Commerce	01.0	00000.0	00000	02510	3920	0501000	17-18	7,781.00	
							Student Personnel	01.0	00000.0	00000	03100	3920	6450000	17-18	11,600.00	
							Disabled Students	01.0	00000.0	00000	03500	3920	6420000	17-18	23,766.00	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

\* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 9

Run Date: 07/07/2018

Run Time: 03:23:24AM

FY: 17-18

WEEKLY

Change															Distrib		
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt	
06/19/18	0000068664	C		06/19/2018	UNITED OF OMAHA	INSURANCE	Building Maintenance-Re	01.0	00000.0	00000	04400	3920	6510000	17-18	11,883.00		
						<b>06/19/2018</b>	<b>0000068664</b>	<b>UNITED OF OMAHA</b>								<b>239,843.00</b>	
06/19/18	0000068665	C		06/19/2018	UNITED OF OMAHA	INSURANCE	Business-Comm erce	01.0	00000.0	00000	01310	3910	0501000	17-18	17,026.00		
							Fine & Applied Arts	01.0	00000.0	00000	01310	3910	1051000	17-18	13,051.00		
							Business-Comm erce	01.0	00000.0	00000	02510	3910	0501000	17-18	17,026.00		
							Fine & Applied Arts	01.0	00000.0	00000	02520	3910	1051000	17-18	16,584.00		
							German	01.0	00000.0	00000	02550	3910	1103000	17-18	17,026.00		
							Spanish	01.0	00000.0	00000	02550	3910	1105000	17-18	17,026.00		
							English	01.0	00000.0	00000	02550	3910	1501000	17-18	65,013.00		
							reading center	01.0	00000.0	00000	02550	3910	1501200	17-18	31,844.00		
							Education, General	01.0	00000.0	00000	02560	3910	0801000	17-18	30,960.00		
							CIS	01.0	00000.0	00000	02570	3910	0700000	17-18	33,610.00		
							Mathematics	01.0	00000.0	00000	02570	3910	1700000	17-18	63,467.00		
							Physical Sciences	01.0	00000.0	00000	02570	3910	1951000	17-18	17,026.00		
							Division Office	01.0	00000.0	00000	02600	3910	0951000	17-18	17,026.00		
							Counseling-Guid ance	01.0	00000.0	00000	03400	3910	6310000	17-18	19,636.00		
							Transfer Programs	01.0	00000.0	00000	03400	3910	6330000	17-18	20,961.00		
							activated	01.0	00000.0	00000	01220	3920	2200000	17-18	10,830.00		
							Learning Center	01.0	00000.0	00000	01220	3920	6110000	17-18	14,702.00		
							Instructional Office	01.0	00000.0	00000	02100	3920	6016000	17-18	10,314.00		
								01.0	00000.0	00000	02110	3920	6016000	17-18	9,823.00		
							Management Information	01.0	00000.0	00000	02210	3920	6780000	17-18	58,879.00		

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Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 10

Run Date: 07/07/2018

Run Time: 03:23:24AM

FY: 17-18

WEEKLY

Change															Distrib		
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt	
06/19/18	0000068665	C		06/19/2018	UNITED OF OMAHA	INSURANCE	Library	01.0	00000.0	00000	02220	3920	6120000	17-18	17,996.00		
							Health Professions	01.0	00000.0	00000	02530	3920	1201000	17-18	12,380.00		
							Physical Sciences	01.0	00000.0	00000	02570	3920	1951000	17-18	18,390.00		
							Financial Aid Administration	01.0	00000.0	00000	03200	3920	6460000	17-18	21,724.00		
							Disabled Students	01.0	00000.0	00000	03500	3920	6420000	17-18	11,317.00		
							Campus Police	01.0	00000.0	00000	03700	3920	6795000	17-18	7,946.00		
							Admissions	01.0	00000.0	00000	03800	3920	6225000	17-18	16,210.00		
							Accounting & Payroll	01.0	00000.0	00000	04200	3920	6725000	17-18	10,265.00		
							Building Maintenance-Re	01.0	00000.0	00000	04400	3920	6510000	17-18	19,430.00		
							Custodial Services	01.0	00000.0	00000	04400	3920	6530000	17-18	17,398.00		
							Student Activities	01.0	00000.0	09900	03300	3920	6451000	17-18	7,648.00		
							Community Service Classes	39.2	00000.0	00000	02310	3920	6820000	17-18	7,946.00		
							<b>06/19/2018</b>								<b>0000068665</b>	<b>UNITED OF OMAHA</b>	<b>670,480.00</b>
06/19/18	0000068666	C		06/19/2018	MIDAMERICA ADMINISTRATIVE &	INSURANCE	Institutional Advancement	01.0	00000.0	00000	02240	3930	6711000	17-18	40,000.00		
							Letters	01.0	00000.0	00000	02550	3930	1551000	17-18	40,000.00		
							Education, General	01.0	00000.0	00000	02560	3930	0801000	17-18	40,000.00		
							Physical Sciences	01.0	00000.0	00000	02570	3930	1951000	17-18	40,000.00		
							Student Personnel	01.0	00000.0	00000	03100	3930	6450000	17-18	40,000.00		
							<b>06/19/2018</b>								<b>0000068666</b>	<b>MIDAMERICA ADMINISTRATIVE &amp;</b>	<b>200,000.00</b>
06/19/18	0000068667	C		06/19/2018	PUBLIC AGENCY LAW GROUP	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65040	5730	7100000	17-18	5,505.00		
							Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	17-18	2,572.50		

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Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 11

Run Date: 07/07/2018

Run Time: 03:23:24AM

FY: 17-18

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						<b>06/19/2018</b>	<b>0000068667</b>	<b>PUBLIC AGENCY LAW GROUP</b>							<b>8,077.50</b>	
06/19/18	0000068668	C		06/19/2018	KEENAN & ASSOCIATES	INSURANCE	Fiscal Operations	01.0	00000.0	00000	04100	3910	6720000	17-18	22,576.06	
								01.0	00000.0	00000	04100	3920	6720000	17-18	13,836.94	
						<b>06/19/2018</b>	<b>0000068668</b>	<b>KEENAN &amp; ASSOCIATES</b>							<b>36,413.00</b>	
06/19/18	0000068669	C		06/19/2018	KEENAN & ASSOCIATES	INSURANCE	Fiscal Operations	01.0	00000.0	00000	04100	3930	6720000	17-18	8,000.00	
						<b>06/19/2018</b>	<b>0000068669</b>	<b>KEENAN &amp; ASSOCIATES</b>							<b>8,000.00</b>	
06/20/18	0000068670	A		06/20/2018	PERFECT FORM	PRINTING SERVICES	Admissions	01.0	00000.0	00000	03800	5810	6225000	17-18	3,145.67	
						<b>06/20/2018</b>	<b>0000068670</b>	<b>PERFECT FORM</b>							<b>3,145.67</b>	
06/20/18	0000068671	C		06/20/2018	TCB PRINTING	PRINTING SERVICES	Board of Trustees	01.0	00000.0	00000	01100	4550	6005000	17-18	27.38	
						<b>06/20/2018</b>	<b>0000068671</b>	<b>TCB PRINTING</b>							<b>27.38</b>	
06/20/18	0000068672	C		06/20/2018	SOROPTIMIST INTERNATIONAL OF	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	17-18	72.00	
						<b>06/20/2018</b>	<b>0000068672</b>	<b>SOROPTIMIST INTERNATIONAL OF ARTESIA-CER</b>							<b>72.00</b>	
06/21/18	0000068673	C		06/21/2018	AMERICAN FIDELITY ADMINISTRATIVE	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5810	6721000	17-18	1,672.20	
						<b>06/21/2018</b>	<b>0000068673</b>	<b>AMERICAN FIDELITY ADMINISTRATIVE SERVICE</b>							<b>1,672.20</b>	
06/21/18	0000068674	C		06/21/2018	PRESS TELEGRAM	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	17-18	700.00	
						<b>06/21/2018</b>	<b>0000068674</b>	<b>PRESS TELEGRAM</b>							<b>700.00</b>	
06/21/18	0000068675	C		06/21/2018	PRESS TELEGRAM	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	17-18	605.00	
						<b>06/21/2018</b>	<b>0000068675</b>	<b>PRESS TELEGRAM</b>							<b>605.00</b>	
06/21/18	0000068676	A	1	06/22/2018	RP GROUP, THE	MISCELLANEOUS	District	01.3	00000.0	00000	00000	9330	0000000	17-18	2,750.00	

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\* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 12

Run Date: 07/07/2018

Run Time: 03:23:24AM

FY: 17-18

WEEKLY

PO Date	PO #	Change			Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
		Stat	Ord#	Date												
06/21/18	0000068676	A	1	06/22/2018	RP GROUP, THE	MISCELLANEOUS	District	01.3	00000.0	00000	70280	9330	0000000	17-18	2,200.00	
						<b>06/21/2018</b>	<b>0000068676</b>	<b>RP GROUP, THE</b>								<b>4,950.00</b>
06/25/18	0000068677	A		06/25/2018	CARRILLO, ROSA	MISCELLANEOUS	Counseling	01.3	00000.0	03008	73460	4550	6300000	17-18	207.85	
						<b>06/25/2018</b>	<b>0000068677</b>	<b>CARRILLO, ROSA</b>								<b>207.85</b>
06/25/18	0000068678	A		06/25/2018	FISHER, CHELENA	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	4550	6300000	17-18	150.87	
						<b>06/25/2018</b>	<b>0000068678</b>	<b>FISHER, CHELENA</b>								<b>150.87</b>
06/25/18	0000068679	C		06/25/2018	B C DRAIN	REPAIRS - OTHER	Building Maintenance-Re	01.0	00000.0	00000	04400	5640	6510000	17-18	725.50	
						<b>06/25/2018</b>	<b>0000068679</b>	<b>B C DRAIN</b>								<b>725.50</b>
06/25/18	0000068680	A		06/25/2018	HILL, SHELIA	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	4550	6300000	17-18	268.47	
						<b>06/25/2018</b>	<b>0000068680</b>	<b>HILL, SHELIA</b>								<b>268.47</b>
06/25/18	0000068681	C		06/25/2018	GRAFIX SYSTEMS	SIGNS	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	17-18	50.00	
						<b>06/25/2018</b>	<b>0000068681</b>	<b>GRAFIX SYSTEMS</b>								<b>50.00</b>
06/25/18	0000068682	A		06/25/2018	FISHER, CHELENA	MISCELLANEOUS	Counseling	01.3	00000.0	03010	73460	7630	6300000	17-18	521.80	
						<b>06/25/2018</b>	<b>0000068682</b>	<b>FISHER, CHELENA</b>								<b>521.80</b>
06/26/18	0000068684	A		06/26/2018	GALCO INDUSTRIAL ELECTRONICS	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03000	70200	4320	0900000	17-18	297.30	
						<b>06/26/2018</b>	<b>0000068684</b>	<b>GALCO INDUSTRIAL ELECTRONICS</b>								<b>297.30</b>
06/26/18	0000068685	C		06/26/2018	METROPOLITAN TRANSPORTATION	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	76616	5810	6190000	17-18	10,000.00	
						<b>06/26/2018</b>	<b>0000068685</b>	<b>METROPOLITAN TRANSPORTATION AUTHORITY</b>								<b>10,000.00</b>
06/26/18	0000068686	A		06/26/2018	MATHESON TRI GAS INC.	WELDING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03000	70200	6410	0900000	17-18	8,332.79	
								01.3	00000.0	03000	70200	6450	0900000	17-18	5,904.79	

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Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 13

Run Date: 07/07/2018

Run Time: 03:23:24AM

FY: 17-18

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						<b>06/26/2018</b>	<b>0000068686</b>	<b>MATHESON TRI GAS INC.</b>							<b>14,237.58</b>	
06/26/18	0000068687	C		06/26/2018	STANLEY SECURITY SOLUTIONS, INC.	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	17-18	251.00	
						<b>06/26/2018</b>	<b>0000068687</b>	<b>STANLEY SECURITY SOLUTIONS, INC.</b>							<b>251.00</b>	
06/26/18	0000068688	C		06/26/2018	BALE COMPANY	AWARDS/CERTIFICATES	Speech Pathology-Audiol	01.0	00000.0	00000	02530	4320	1220000	17-18	169.80	
						<b>06/26/2018</b>	<b>0000068688</b>	<b>BALE COMPANY</b>							<b>169.80</b>	
06/26/18	0000068689	C		06/26/2018	CRANIUM CAFE, LLC	MISCELLANEOUS	Counseling	01.3	00000.0	00000	73400	5810	6300000	17-18	18,750.00	
						<b>06/26/2018</b>	<b>0000068689</b>	<b>CRANIUM CAFE, LLC</b>							<b>18,750.00</b>	
06/26/18	0000068690	C		06/26/2018	NALCO CAL WATER	REPAIRS - OTHER	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	17-18	505.96	
						<b>06/26/2018</b>	<b>0000068690</b>	<b>NALCO CAL WATER</b>							<b>505.96</b>	
06/26/18	0000068691	C		06/26/2018	RODRIGUEZ, MARIA	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	70261	4550	6190000	17-18	190.00	
						<b>06/26/2018</b>	<b>0000068691</b>	<b>RODRIGUEZ, MARIA</b>							<b>190.00</b>	
06/14/18	12C0086E	C	1	06/14/2018	GERALD SWANSON	MISCELLANEOUS	Education, General	01.0	00000.0	00000	02560	5130	0801000	17-18	3,000.00	
						<b>06/14/2018</b>	<b>12C0086E</b>	<b>GERALD SWANSON</b>							<b>3,000.00</b>	
06/04/18	16C0138B	A		06/04/2018	CLIFTONLARSONALLEN LLP	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5710	6721000	17-18	82,500.00	
						<b>06/04/2018</b>	<b>16C0138B</b>	<b>CLIFTONLARSONALLEN LLP</b>							<b>82,500.00</b>	
06/04/18	16C0153A	A		06/04/2018	KNN PUBLIC FINANCE, LLC	CONTRACTED SERVICES	Fiscal Operations	01.0	00000.0	10110	04100	5890	6720000	17-18	6,950.00	
						<b>06/04/2018</b>	<b>16C0153A</b>	<b>KNN PUBLIC FINANCE, LLC</b>							<b>6,950.00</b>	
06/11/18	17C0076	C		06/11/2018	HUNDLEY, TAURREAN	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	17-18	300.00	

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Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018  
Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 14

Run Date: 07/07/2018

Run Time: 03:23:24AM

FY: 17-18

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						06/11/2018	17C0076									300.00
06/08/18	17C0080	C		06/08/2018	ROMAN, LORI	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	17-18	300.00	
						06/08/2018	17C0080									300.00
06/12/18	17C0126	A		06/12/2018	PHILLIPS DESIGN	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	77380	5810	6190000	17-18	21,500.00	
						06/12/2018	17C0126									21,500.00
06/12/18	17C0129	A		06/12/2018	INTEGRATIVE IMPACT, LLC	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	77380	5810	6190000	17-18	43,000.00	
						06/12/2018	17C0129									43,000.00
06/19/18	17C0145	A		06/19/2018	DAVIS SENIOR HIGH SCHOOL	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	77380	5810	6190000	17-18	55,000.00	
						06/19/2018	17C0145									55,000.00
06/25/18	17C0147	A		06/25/2018	SCHURR HIGH SCHOOL	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	77380	5810	6190000	17-18	55,000.00	
						06/25/2018	17C0147									55,000.00
06/04/18	17C0148A	A		06/04/2018	PARSONS, SUSAN	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75286	5810	6190000	17-18	42,750.00	
						06/04/2018	17C0148A									42,750.00
06/19/18	17C0160	A		06/19/2018	ARTESIA HIGH SCHOOL	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	77380	5810	6190000	17-18	55,000.00	
						06/19/2018	17C0160									55,000.00
06/01/18	17C0170A	A		06/01/2018	SIGN THIS INC.	MISCELLANEOUS	Disabled Students	01.0	00000.0	00000	03500	5810	6420000	17-18	17,152.00	
						06/01/2018	17C0170A									17,152.00
06/08/18	17C0185	C		06/08/2018	PEREZ, SONIA	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	17-18	75.00	

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Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018  
 Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 15

Run Date: 07/07/2018

Run Time: 03:23:24AM

FY: 17-18

WEEKLY

Change														Distrib		
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
				06/08/2018			17C0185				PEREZ, SONIA					75.00
06/15/18	17C0187	C		06/15/2018	BURGEON CONSULTING	MISCELLANEOUS	Human Resources	01.3	00000.0	07002	73460	5810	6730000	17-18	5,000.00	
				06/15/2018			17C0187				BURGEON CONSULTING					5,000.00
06/07/18	17FC0044	A		06/07/2018	BAGHOUSE AND INDUSTRIAL SHEET	CONTRACTED SERVICES	Fiscal Operations	61.2	00000.0	00000	04100	5810	6720000	17-18	85,794.00	
				06/07/2018			17FC0044				BAGHOUSE AND INDUSTRIAL SHEET					85,794.00
06/11/18	17FC0046	A		06/11/2018	EMPYREAN PLUMBING, INC.	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65040	6130	7100000	17-18	16,485.00	
				06/11/2018			17FC0046				EMPYREAN PLUMBING, INC.					16,485.00
06/04/18	17FC0048	C		06/04/2018	BARKSHIRE LASER LEVELING, INC.	CONTRACTED SERVICES	Instructional Office	01.3	00000.0	00000	71600	6450	6016000	17-18	32,000.00	
				06/04/2018			17FC0048				BARKSHIRE LASER LEVELING, INC.					32,000.00
06/02/18	17FC0050	A		06/04/2018	ENVISE	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	23,292.00	
				06/02/2018			17FC0050				ENVISE					23,292.00
06/02/18	17FC0051	C		06/04/2018	GonLED	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	29,075.09	
				06/02/2018			17FC0051				GonLED					29,075.09
06/18/18	17FC0052	A		06/18/2018	PAVEWEST, INC.	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6130	7100000	17-18	42,200.00	
				06/18/2018			17FC0052				PAVEWEST, INC.					42,200.00
06/16/18	17FC0053	A		06/16/2018	MEL SMITH ELECTRIC, INC.	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65004	6130	7100000	17-18	27,500.00	
				06/16/2018			17FC0053				MEL SMITH ELECTRIC, INC.					27,500.00
06/21/18	18C0017	A		06/21/2018	ENGLANDER KNABE ALLEN &	MISCELLANEOUS	General Administration	01.0	00000.0	00000	01200	5810	6006000	17-18	10,000.00	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

\* Prior Year Payments



Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 16

Run Date: 07/07/2018

Run Time: 03:23:24AM

FY: 17-18

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
				06/21/2018			18C0017				ENGLANDER KNABE ALLEN & ASSOCIATES LLC					10,000.00
06/19/18	67998A	C		06/19/2018	AMAZON	MISCELLANEOUS	Warehouse	01.0	00000.0	00000	04300	4510	6723000	17-18	39.55	
				06/19/2018			67998A				AMAZON					39.55
06/11/18	68420A	A		07/03/2018	BANK OF AMERICA	DENTAL SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	17-18	427.05	
								01.3	00000.0	00000	70360	6450	0900000	17-18	2,849.73	
						MISCELLANEOUS		01.3	00000.0	00000	70360	6450	0900000	17-18	89.78	
				06/11/2018			68420A				BANK OF AMERICA					3,366.56
06/02/18	68488A	C		06/18/2018	BANK OF AMERICA	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	4550	6722000	17-18	528.00	
				06/02/2018			68488A				BANK OF AMERICA					528.00
06/05/18	C101127-85	A		06/19/2018	TILDEN-COIL CONSTRUCTORS INC	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64051	6120	7100000	17-18	66,832.00	
				06/05/2018			C101127-85				TILDEN-COIL CONSTRUCTORS INC					66,832.00
06/05/18	C101127-86	A		06/05/2018	TILDEN-COIL CONSTRUCTORS INC	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65004	6120	7100000	17-18	300,000.00	
				06/05/2018			C101127-86				TILDEN-COIL CONSTRUCTORS INC					300,000.00
06/05/18	C101127-87	A		06/05/2018	TILDEN-COIL CONSTRUCTORS INC	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65036	6210	7100000	17-18	48,718.00	
				06/05/2018			C101127-87				TILDEN-COIL CONSTRUCTORS INC					48,718.00

Total by District : 64360	2,486,068.40	2,486,068.40
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End of Report LAPO009C

Stat: P=Pending, A=Active, C=Completed, X=Canceled

\* Prior Year Payments

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **August 15, 2018**

**Agenda Item No. 15**

**FROM:**

\_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:**

\_\_\_\_\_  
Felipe R. Lopez  
Vice President of Business Services/  
Assistant Superintendent

**PREPARED BY:**

\_\_\_\_\_  
Mark B. Logan  
Director, Purchasing and  
Contract Administration

<b>SUBJECT:      Consideration of Approval of Contracts for the Month of June 2018</b>
--

**ACTION**

It is recommended that the Board of Trustees approve the contracts that were processed during the month of June 2018.

**FISCAL IMPACT**

Funding sources vary and are dependent upon the goods/services purchased.

**REPORT SUMMARY**

This report of contracts that were processed during the month of June 2018 is provided for review and approval. The items listed include contracts requiring ratification and also includes informational items (e.g., informal bids, task orders, etc.). The report provides the contract number, vendor name, description of services, start date, end date, amount, and requesting department

**NOTICING REQUIREMENTS**

None is required beyond posting of this item on the agenda.

**ATTACHMENT(S)**

June 2018 – Contracts

**Consideration of Approval of New/Amended Contracts  
for the Month of June 2018**

<b>NEW CONTRACTS</b>						
<b>Number</b>	<b>Contractor</b>	<b>Service</b>	<b>Start Date</b>	<b>End Date</b>	<b>Cost</b>	<b>Requestor</b>
17C0188	DigiCal	Contractor to provide web hosting and maintenance of the PAACE Consortium website.	06/01/18	05/30/21	\$7,200.00	Adult Education
17C0189	University of Hawaii	District to provide a Pharmacy Tech faculty member to serve as a mentor to the University of Hawaii at Hilo/Daniel K. Inouye College of Pharmacy Doctoral students.	06/01/18	05/31/23	No Cost	Health Occupations
17C0190	Matthew Smith	Contractor to serve as guest speaker for the EmpowerMENT event series	04/05/18	04/05/18	\$600.00	Human Resources
18C0014	MVP Family Practice & Sports Medicine Inc.	Contractor to provide the general medical portion of athletic pre-participation screenings for athletes	07/01/18	06/30/18	No Cost	PE/Athletics
18C0015*						
18C0016*						
18C0017	Englander Knabe & Allen	Contractor to assist and support the College in external communications as-requested	07/01/18	06/30/19	\$10,000.00	President's Office
18C0018	BAYHA Group	Contractor shall review and analyze up to three years of outcomes data that was previously reported to the State.	07/02/18	12/14/18	\$6,400.00	Adult Education
18C0019*						
18C0020	Gerald Swanson, MD	Contractor to provide athletic screenings	07/01/18	06/30/23	\$3,000.00	PE/Athletics
18C0021	Base 11	Contractor to provide funding, program management and execution of resources for the implementation of the B11 Fellowship and Academic Year Round Internship programs	07/01/18	06/30/23	No Cost	Academic Affairs
18C0022	American Learning Foundation, Inc. dba Language Systems International	Memorandum of Understanding between American Learning Foundation, Inc. and Cerritos College to provide various support services for international students transferring from any of the four locations of the provider.	07/01/18	06/30/23	No Cost	International Students

**Consideration of Approval of New/Amended Contracts  
for the Month of June 2018**

<b>NEW CONTRACTS</b>						
<b>Number</b>	<b>Contractor</b>	<b>Service</b>	<b>Start Date</b>	<b>End Date</b>	<b>Cost</b>	<b>Requestor</b>
18C0023	Charles Nechtem Associates, Inc./Helpnet	Contractor to provide services as set forth in the Employee Assistance Program for Cerritos College	07/01/18	06/30/20	\$19,872.00	Human Resources
18C0024*						
18C0025	Presto Sports (Clubessentials)	Contractor to serve as the webpage designer for the Athletics website	07/01/18	06/30/21	\$11,850.00	PE/Athletics
18C0026	Workforce Connections, Inc.	Contractor to provide professional services under the Strong Workforce Program	07/01/18	06/30/19	\$17,000.00	CTE
18C0027	Los Angeles Universal Preschool	Contractor to provide technical assistance, coaching, professional development and incentives to programs to improve the overall quality of preschool as measured by certain quality elements.	07/01/18	06/30/19	Income	Health Occupations/ CDC
18C0028	Norwalk-La Mirada Unified School District	Facilities Use Agreement for District satellite campus at Norwalk-La Mirada Adult School campus	07/07/18	06/30/23	\$5.00	Business Services
18C0029*						
18C0030*						
18C0031*						
18C0032*						
18C0033	Cerritos College Foundation	Contractor to provide a series of MS-Word Trainings for Staff Development for Cerritos staff.	09/14/18	09/28/18	\$1,800.00	Human Resources

\*Contract was submitted as a separate Board item due to dollar amount and has already been approved  
 \*\* No contract was issued under this contract number  
 \*\*\*Pending  
 \*\*\*\*For tracking purposes only

**Consideration of Approval of New/Amended Contracts  
for the Month of June 2018**

**CONSTRUCTION RELATED CONTRACTS**

<b>Number</b>	<b>Contractor</b>	<b>Service</b>	<b>Start Date</b>	<b>End Date</b>	<b>Cost</b>	<b>Requestor</b>
52478D	The Vinewood Company, LLC	PO Adjustment No. 3 – Additional DSA Inspection Services on the Fine Arts project.	07/28/14	03/31/18	\$7,231.00	Facilities
17P015	RDM Electric Co., Inc.	Informal Bid No. 17P015 – Campus Emergency Phones Phase 3	07/09/18	Project Completion	\$131,900.00	Facilities
15P010-09	TSG Enterprises, Inc. dba The Solis Group	Project Assignment Agreement No. 9 for Labor Compliance Administration Services on the Emergency Phones Phase 3 project	07/09/18	10/08/18	\$5,017.00	Facilities
15P010-10	TSG Enterprises, Inc. dba The Solis Group	Project Assignment Agreement No. 10 for Labor Compliance Administration Services on the Parking Lot 1F Renovation project	06/25/18	09/30/18	\$5,017.00	Facilities

\*Contract was submitted as a separate Board item due to dollar amount and has already been approved  
 \*\* No contract was issued under this contract number  
 \*\*\*Pending  
 \*\*\*\*For tracking purposes only

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **August 15, 2018**

**Agenda Item No. 16**

**FROM:**

\_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:**

\_\_\_\_\_  
Felipe R. Lopez  
Vice President of Business Services/  
Assistant Superintendent

**PREPARED BY:**

\_\_\_\_\_  
Mark B. Logan  
Director, Purchasing and  
Contract Administration

<p><b>SUBJECT:        Consideration of Approval of Sub-Contractor Agreement with Henry M. Gunn High School for the Clean Fuels Transportation Pilot Career Opportunity Project</b></p>
--

**ACTION**

It is recommended that the Board of Trustees approve the sub-contractor agreement with Henry M. Gunn High School as part of the Clean Fuels Transportation Pilot Career Opportunity Project ("Clean Fuels Project") funded by Cerritos College's agreement with the California Energy Commission.

**FISCAL IMPACT**

The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College's agreement with the California Energy Commission.

**REPORT SUMMARY**

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

**SERVICES – NEW**

**HENRY M. GUNN HIGH SCHOOL**

**SUB-CONTRACTOR AGREEMENT FOR CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY PROJECT**

Requested by: Ms. Jannet Malig, Director of Advanced Transportation Technologies Project

Purpose: On February 7, 2018, Cerritos College was awarded \$1,000,000 by the California Energy Commission for the Clean Fuels Transportation Pilot Career Opportunity Training Plan to serve as fiscal agent on behalf of the partner schools. The funding provides support to increase awareness for high school students of the viability in advanced clean transportation career fields. The Cerritos College Advanced Transportation and Energy Center (ATTE) will develop and implement pilot training projects, in conjunction with Career Technical Education. ATTE, through established training pathways with high schools, will offer advanced vehicle technology training to increase awareness and viability of this growing market, introduce opportunities to students who may not have considered this career path, direct programs toward underserved

and disadvantaged communities, and the offer the potential to matriculate into the community college degree programs.

As the fiscal agent, Cerritos College has been authorized to enter into a sub-contractor agreement with Henry M. Gunn High School to develop and coordinate activities as prescribed by the agreement.

Period: The time period will be from August 16, 2018 through January 31, 2020.

**NOTICING REQUIREMENTS**

None is required beyond posting of this item on the agenda.

**ATTACHMENT(S)**

Draft of Contract No. 18C0034 – Henry M. Gunn High School – Sub-Contractor Agreement



**SUB-CONTRACTOR AGREEMENT  
BETWEEN  
CERRITOS COMMUNITY COLLEGE DISTRICT  
AND  
HENRY M. GUNN HIGH SCHOOL  
FOR  
CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY PROJECT**

**Contract No. 18C0034**

This Sub-Contractor Agreement (“Agreement”) is made and entered on **August 16, 2018**, by and between the **Cerritos Community College District** (hereinafter referred to as “District”), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Henry M. Gunn High School**, (herein after referred to as “HMGHS” or “Sub-Contractor”), a high school with its principal place of business at 780 Arastradero Road, Palo Alto, CA 94306, in response to the **Clean Fuels Transportation Pilot Career Opportunity Training Plan Grant** (“Grant”) received by District. District and Sub-Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

**1.0 SCOPE OF WORK.** Sub-Contractor, in partnership with District, shall provide the following:

- 1.1 Sub-Contractor shall provide to District the number of automotive/alternative fuels classes offered during each semester of the 2018/19 academic year
- 1.2 Sub-Contractor shall provide to District the number of students enrolled in automotive/alternative fuel classes and the number of these students who receive free/reduced meals.
- 1.3 Sub-Contractor shall utilize funds under this contract to acquire equipment and related software/tooling for lab instruction; develop or modify existing curriculum; and provide faculty professional development in order to increase career awareness in the clean fuels transportation field.
- 1.4 Sub-Contractor shall be available for site visits by District and California Energy Commission representatives.
- 1.5 Sub-Contractor shall provide quarterly and final reports as required by District and California Energy Commission.
- 1.6 Sub-Contractor shall adhere to the timeline set forth in Exhibit “A”.
- 1.7 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.
- 1.8 Sub-Contractor is required to provide photographs of the equipment purchased in instructional use.



- 1.9 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.
- 2.0 **TERM.** The term of this Agreement shall correspond with that of the Grant and shall commence on **August 16, 2018**, and end on **January 31, 2020**. This Agreement may be terminated by the either Party, in accordance with the Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.
- 3.0 **COMPENSATION, EXPENSES AND INVOICING.** District agrees to compensate Sub-Contractor as itemized below, subject to the **Not-To-Exceed amount of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00)**, based upon the following budget allocations:
- 3.1 District shall reimburse for costs and expenses incurred in the performance of the Agreement, in accordance with the Grant, upon receipt of an itemized list with copies of paid invoices, receipts or other proof of payment. District shall reimburse for mileage at the rate allowed by IRS regulation in effect on service date incurred, if applicable to the terms of this Agreement and Grant.
- 3.2 District shall pay on a net-30 day basis upon receipt of invoice. Invoices shall identify the billing period, Contract Number of this Agreement, and Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and associated hours worked and billing rates.
- 3.3 District must receive a Department of the Treasury IRS Form W-9 to make payment.
- 3.4 District must provide expenditure report from the general ledger along with the invoice.
- 4.0 **INDEMNIFICATION.** Each Party and their successors or assignees agree to indemnify, defend and hold harmless the other and its Board of Trustees, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), to be caused by or arising from: (a) the negligent acts, errors, or omissions; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission; or, (c) the use of any copyrighted materials or patented inventions. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement for one year.
- 5.0 **INSURANCE.** Each Party agrees to insure or self-insure itself, at its sole expense, in the insurance coverages with the limits of not less than those specified below:
- (a) **Workers' Compensation:** Statutory Form.
  - (b) **Employers' Liability:** \$1,000,000 per occurrence.
  - (c) **Commercial General Liability:** \$2,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.
  - (d) **Automobile Liability Insurance:** \$1,000,000 combined single limit covering all owned, non-owned, and hired vehicles.
- 5.1 Prior to commencing work, each Party may be required to furnish the other upon request with properly endorsed certificates of insurance that provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to the other. All certificates must be mailed to the address for notices per this Agreement.

- 6.0 INDEPENDENT CONTRACTOR.** Each Party, in the performance of this Agreement, shall be and act as an independent contractor. Each Party understands and agrees that its employees shall not be considered officers, employees or agents of the other, and are not entitled to benefits of any kind or nature normally provided employees of the other, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. Each Party assumes the full responsibility for its acts or liabilities including those of its employees or agents as they relate to the services performed under this Agreement. Each Party shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to its employees. Each Party will not withhold taxes for the other or the other's employees or independent subcontractors. Each Party agrees to indemnify, defend and hold the other harmless from and against any and all liability arising from any failure of the other to pay or withhold any applicable tax when due.
- 7.0 EMPLOYMENT WITH PUBLIC AGENCY.** No employee of another public agency can receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this Agreement.
- 8.0 CONFLICT OF INTEREST.** Neither Party shall hire any officer or employee of the other to perform any service under this Agreement. Each Party affirms that to the best of its knowledge there exists no actual or potential conflict between family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the other. Neither Party, its officials, officers, employees, agents or volunteers, shall be in a reporting relationship to a employee who is a near relative, nor shall the near relative be in a decision-making position with respect to a Party.
- 9.0 COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the approval of District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Both Parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to them. Both Parties' employees and agents shall secure and maintain in full force such permits and licenses as are required by law in connection with the performing services under this Agreement.
- 10.0 RECORDS ABOUT INDIVIDUALS.** California law, as well as District policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.
- 10.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of District and subject to state law and District policies governing privacy and access to files.
- 10.2 Each Party shall have access to and the right to examine any pertinent books, documents, papers, and records of the other involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Each Party shall retain such records for a period of five years from the date of final payment.
- 10.3 Each Party shall use best efforts to keep confidential any information provided by the other and marked "Confidential Information," or any oral information conveyed to one by the other and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which can be demonstrated by written records was known prior to the effective date of this Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of one Party; or (iii) is obtained lawfully from a third party.
- 11.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS.** While performing any service under this Agreement, the Parties' employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or

unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.

- 12.0 ANTIDISCRIMINATION IN EMPLOYMENT.** Each Party agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
- 13.0 FORCE MAJEURE.** Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.
- 14.0 GOVERNING LAW.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in the County of Los Angeles, California.
- 15.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT.** The obligations of one Party to the other pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual without the express written approval of the other.
- 16.0 NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to make any person or entity who has not signed this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- 17.0 NOTICE.** Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

**CERRITOS COMMUNITY COLLEGE DISTRICT:**

**HENRY M. GUNN HIGH SCHOOL:**

Representative: Cerritos Community College District  
11110 Alondra Boulevard  
Norwalk, CA 90650-6203

Ms. Jannet Malig  
Director of Advanced Transportation  
Project  
Tel: (562) 860-2451 ext. 2912

Representative: \_\_\_\_\_  
(Name & Title)

Tel: \_\_\_\_\_

For Notices: Cerritos Community College District  
Purchasing Department  
11110 Alondra Boulevard  
Norwalk, CA 90650-6203

Fax: (562) 467-5020

For Notices: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax: \_\_\_\_\_

- 18.0 SECTION HEADINGS.** The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.
- 19.0 EXECUTION IN COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original document.
- 20.0 NON-WAIVER.** The failure of either Party to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 21.0 SEVERABILITY.** If any term, condition, or 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 and effect, and shall not be affected, impaired, or invalidated in any way.
- 22.0 ENTIRE AGREEMENT; MODIFICATION OF AGREEMENT.** This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both Parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement effective on the date first written above:

**HENRY M. GUNN HIGH SCHOOL:**

**CERRITOS COMMUNITY COLLEGE DISTRICT:**

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed or Printed Name, & Title*

\_\_\_\_\_  
*Typed or Printed Name, & Title*

\_\_\_\_\_  
*E-mail*

\_\_\_\_\_  
*Tax Identification Number (EIN)*

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

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

DRAFT

**Exhibit "A"**

**Timeline**

<b>ACTIVITY</b>	<b>ACTION DATE*</b>
Kick Off Meeting with Energy Commission	January 10, 2018
Final Training Plan and Extension Approved	January 31, 2018
Announcement Application Released to High Schools	February 14, 2018
Deadline to Submit Application	February 23, 2018
Applications Reviewed & Approved by ATTE	February 26, 2018
Contracts to High Schools for Signatures & Approvals	April 13, 2018
Signed Contracts Due to Cerritos College	April 27, 2018
Awardees Announced/NOPA Posted on Website	April 30, 2018
Site Visits to Group 1 Awardees	September 2018 (dates TBD)
Group 1 Awardees Complete Equipment Purchases	October 31, 2018
Group 1 Awardees Complete Faculty Training	November 9, 2018
Equipment/Materials/Curriculum Implemented into Courses	January 2019
Site Visits to Group 2 Awardees	January 2019 (dates TBD)
Group 2 Awardees Complete Equipment Purchases	February 28, 2019
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Equipment/Materials/Curriculum Implemented into Courses	September 2019
Site Visits to Group 3 Awardees	February 2019 (dates TBD)
Group 3 Awardees Complete Equipment Purchases	March 30, 2019
Group 3 Awardees Complete Faculty Training	April 15, 2019
Equipment/Materials/Curriculum Implemented into Courses	September 2019
Competition and Awards/Recognition	December 2019 (dates TBD)
Awardees Final Reports Due	January 31, 2020
Final Report to Energy Commission	February 28, 2020

\* Dates may change with or without notice

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **August 15, 2018**

**Agenda Item No. 17**

**FROM:**

\_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:**

\_\_\_\_\_  
Felipe R. Lopez  
Vice President of Business Services/  
Assistant Superintendent

**PREPARED BY:**

\_\_\_\_\_  
Mark B. Logan  
Director, Purchasing and  
Contract Administration

<p><b>SUBJECT:        Consideration of Approval of Sub-Contractor Agreement with Clovis West High School for the Clean Fuels Transportation Pilot Career Opportunity Project</b></p>
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**ACTION**

It is recommended that the Board of Trustees approve the sub-contractor agreement with Clovis West High School as part of the Clean Fuels Transportation Pilot Career Opportunity Project ("Clean Fuels Project") funded by Cerritos College's agreement with the California Energy Commission.

**FISCAL IMPACT**

The total contract sum shall be for the not-to-exceed amount of \$55,000; funding is made possible through Cerritos College's agreement with the California Energy Commission.

**REPORT SUMMARY**

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

**SERVICES – NEW**

**CLOVIS WEST HIGH SCHOOL**

**SUB-CONTRACTOR AGREEMENT FOR CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY PROJECT**

Requested by: Ms. Jannet Malig, Director of Advanced Transportation Technologies Project

Purpose: On February 7, 2018, Cerritos College was awarded \$1,000,000 by the California Energy Commission for the Clean Fuels Transportation Pilot Career Opportunity Training Plan to serve as fiscal agent on behalf of the partner schools. The funding provides support to increase awareness for high school students of the viability in advanced clean transportation career fields. The Cerritos College Advanced Transportation and Energy Center (ATTE) will develop and implement pilot training projects, in conjunction with Career Technical Education. ATTE, through established training pathways with high schools, will offer advanced vehicle technology training to increase awareness and viability of this growing market, introduce opportunities to students who may not have considered this career path, direct programs toward underserved

and disadvantaged communities, and the offer the potential to matriculate into the community college degree programs.

As the fiscal agent, Cerritos College has been authorized to enter into a sub-contractor agreement with Clovis West High School to develop and coordinate activities as prescribed by the agreement.

Period: The time period will be from August 16, 2018 through January 31, 2020.

**NOTICING REQUIREMENTS**

None is required beyond posting of this item on the agenda.

**ATTACHMENT(S)**

Draft of Contract No. 18C0035 – Clovis West High School – Sub-Contractor Agreement





**SUB-CONTRACTOR AGREEMENT  
BETWEEN  
CERRITOS COMMUNITY COLLEGE DISTRICT  
AND  
CLOVIS WEST HIGH SCHOOL  
FOR  
CLEAN FUELS TRANSPORTATION PILOT CAREER OPPORTUNITY PROJECT**

**Contract No. 18C0035**

This Sub-Contractor Agreement (“Agreement”) is made and entered on **August 16, 2018**, by and between the **Cerritos Community College District** (hereinafter referred to as “District”), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Clovis West High School**, (herein after referred to as “CWHS” or “Sub-Contractor”), a high school with its principal place of business at 1070 E. Teague Avenue, Fresno, CA 93720, in response to the **Clean Fuels Transportation Pilot Career Opportunity Training Plan Grant** (“Grant”) received by District. District and Sub-Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

**1.0 SCOPE OF WORK.** Sub-Contractor, in partnership with District, shall provide the following:

- 1.1 Sub-Contractor shall provide to District the number of automotive/alternative fuels classes offered during each semester of the 2018/19 academic year
- 1.2 Sub-Contractor shall provide to District the number of students enrolled in automotive/alternative fuel classes and the number of these students who receive free/reduced meals.
- 1.3 Sub-Contractor shall utilize funds under this contract to acquire equipment and related software/tooling for lab instruction; develop or modify existing curriculum; and provide faculty professional development in order to increase career awareness in the clean fuels transportation field.
- 1.4 Sub-Contractor shall be available for site visits by District and California Energy Commission representatives.
- 1.5 Sub-Contractor shall provide quarterly and final reports as required by District and California Energy Commission.
- 1.6 Sub-Contractor shall adhere to the timeline set forth in Exhibit “A”.
- 1.7 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.
- 1.8 Sub-Contractor is required to provide photographs of the equipment purchased in instructional use.

- 1.9 Sub-Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement, in accordance with the Grant.
- 2.0 **TERM.** The term of this Agreement shall correspond with that of the Grant and shall commence on **August 16, 2018**, and end on **January 31, 2020**. This Agreement may be terminated by the either Party, in accordance with the Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.
- 3.0 **COMPENSATION, EXPENSES AND INVOICING.** District agrees to compensate Sub-Contractor as itemized below, subject to the **Not-To-Exceed amount of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00)**, based upon the following budget allocations:
- 3.1 District shall reimburse for costs and expenses incurred in the performance of the Agreement, in accordance with the Grant, upon receipt of an itemized list with copies of paid invoices, receipts or other proof of payment. District shall reimburse for mileage at the rate allowed by IRS regulation in effect on service date incurred, if applicable to the terms of this Agreement and Grant.
- 3.2 District shall pay on a net-30 day basis upon receipt of invoice. Invoices shall identify the billing period, Contract Number of this Agreement, and Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and associated hours worked and billing rates.
- 3.3 District must receive a Department of the Treasury IRS Form W-9 to make payment.
- 3.4 District must provide expenditure report from the general ledger along with the invoice.
- 4.0 **INDEMNIFICATION.** Each Party and their successors or assignees agree to indemnify, defend and hold harmless the other and its Board of Trustees, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), to be caused by or arising from: (a) the negligent acts, errors, or omissions; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission; or, (c) the use of any copyrighted materials or patented inventions. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement for one year.
- 5.0 **INSURANCE.** Each Party agrees to insure or self-insure itself, at its sole expense, in the insurance coverages with the limits of not less than those specified below:
- (a) **Workers' Compensation:** Statutory Form.
  - (b) **Employers' Liability:** \$1,000,000 per occurrence.
  - (c) **Commercial General Liability:** \$2,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.
  - (d) **Automobile Liability Insurance:** \$1,000,000 combined single limit covering all owned, non-owned, and hired vehicles.
- 5.1 Prior to commencing work, each Party may be required to furnish the other upon request with properly endorsed certificates of insurance that provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to the other. All certificates must be mailed to the address for notices per this Agreement.

- 6.0 INDEPENDENT CONTRACTOR.** Each Party, in the performance of this Agreement, shall be and act as an independent contractor. Each Party understands and agrees that its employees shall not be considered officers, employees or agents of the other, and are not entitled to benefits of any kind or nature normally provided employees of the other, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. Each Party assumes the full responsibility for its acts or liabilities including those of its employees or agents as they relate to the services performed under this Agreement. Each Party shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to its employees. Each Party will not withhold taxes for the other or the other's employees or independent subcontractors. Each Party agrees to indemnify, defend and hold the other harmless from and against any and all liability arising from any failure of the other to pay or withhold any applicable tax when due.
- 7.0 EMPLOYMENT WITH PUBLIC AGENCY.** No employee of another public agency can receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this Agreement.
- 8.0 CONFLICT OF INTEREST.** Neither Party shall hire any officer or employee of the other to perform any service under this Agreement. Each Party affirms that to the best of its knowledge there exists no actual or potential conflict between family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the other. Neither Party, its officials, officers, employees, agents or volunteers, shall be in a reporting relationship to a employee who is a near relative, nor shall the near relative be in a decision-making position with respect to a Party.
- 9.0 COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the approval of District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Both Parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to them. Both Parties' employees and agents shall secure and maintain in full force such permits and licenses as are required by law in connection with the performing services under this Agreement.
- 10.0 RECORDS ABOUT INDIVIDUALS.** California law, as well as District policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.
- 10.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of District and subject to state law and District policies governing privacy and access to files.
- 10.2 Each Party shall have access to and the right to examine any pertinent books, documents, papers, and records of the other involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Each Party shall retain such records for a period of five years from the date of final payment.
- 10.3 Each Party shall use best efforts to keep confidential any information provided by the other and marked "Confidential Information," or any oral information conveyed to one by the other and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which can be demonstrated by written records was known prior to the effective date of this Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of one Party; or (iii) is obtained lawfully from a third party.
- 11.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS.** While performing any service under this Agreement, the Parties' employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or

unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.

- 12.0 ANTIDISCRIMINATION IN EMPLOYMENT.** Each Party agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
- 13.0 FORCE MAJEURE.** Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.
- 14.0 GOVERNING LAW.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in the County of Los Angeles, California.
- 15.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT.** The obligations of one Party to the other pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual without the express written approval of the other.
- 16.0 NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to make any person or entity who has not signed this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- 17.0 NOTICE.** Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

**CERRITOS COMMUNITY COLLEGE DISTRICT:**

Representative: Cerritos Community College District  
11110 Alondra Boulevard  
Norwalk, CA 90650-6203

Ms. Jannet Malig  
Director of Advanced Transportation  
Project  
Tel: (562) 860-2451 ext. 2912

For Notices: Cerritos Community College District  
Purchasing Department  
11110 Alondra Boulevard  
Norwalk, CA 90650-6203

Fax: (562) 467-5020

**CLOVIS WEST HIGH SCHOOL:**

Representative: \_\_\_\_\_  
(Name & Title)

Tel: \_\_\_\_\_

For Notices: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax: \_\_\_\_\_

- 18.0 SECTION HEADINGS.** The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.
- 19.0 EXECUTION IN COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original document.
- 20.0 NON-WAIVER.** The failure of either Party to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 21.0 SEVERABILITY.** If any term, condition, or 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 and effect, and shall not be affected, impaired, or invalidated in any way.
- 22.0 ENTIRE AGREEMENT; MODIFICATION OF AGREEMENT.** This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both Parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement effective on the date first written above:

**CLOVIS WEST HIGH SCHOOL:**

**CERRITOS COMMUNITY COLLEGE DISTRICT:**

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed or Printed Name, & Title*

\_\_\_\_\_  
*Typed or Printed Name, & Title*

\_\_\_\_\_  
*E-mail*

\_\_\_\_\_  
*Tax Identification Number (EIN)*

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

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

DRAFT

**Exhibit "A"**

**Timeline**

<b>ACTIVITY</b>	<b>ACTION DATE*</b>
Kick Off Meeting with Energy Commission	January 10, 2018
Final Training Plan and Extension Approved	January 31, 2018
Announcement Application Released to High Schools	February 14, 2018
Deadline to Submit Application	February 23, 2018
Applications Reviewed & Approved by ATTE	February 26, 2018
Contracts to High Schools for Signatures & Approvals	April 13, 2018
Signed Contracts Due to Cerritos College	April 27, 2018
Awardees Announced/NOPA Posted on Website	April 30, 2018
Site Visits to Group 1 Awardees	September 2018 (dates TBD)
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Competition and Awards/Recognition	December 2019 (dates TBD)
Awardees Final Reports Due	January 31, 2020
Final Report to Energy Commission	February 28, 2020

\* Dates may change with or without notice

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **August 15, 2018**

**Agenda Item No. 18**

**FROM:**

\_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:**

\_\_\_\_\_  
Felipe R. Lopez  
Vice President of Business Services/  
Assistant Superintendent

**PREPARED BY:**

\_\_\_\_\_  
Mark B. Logan  
Director of Purchasing  
and Contract Administration

<p><b>SUBJECT:        Consideration of Approval of Contract with CRM Educational Consulting for Career Pathways Specialist Services for the Strong Workforce Regional Project</b></p>
---

**ACTION**

It is recommended that the Board of Trustees approve the contract with CRM Educational Consulting for Career Pathways Specialist services for the Strong Workforce Regional Project.

**FISCAL IMPACT**

Cerritos College will receive funding in the amount of \$120,000 to pay for the below consulting services; funding is made possible through the Strong Workforce Program which is supported by the California Community Colleges Chancellor's Office.

**REPORT SUMMARY**

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

**SERVICES – NEW**

**CRM EDUCATIONAL CONSULTING**

**CAREER PATHWAYS SPECIALIST FOR THE STRONG WORKFORCE REGIONAL PROJECT**

Requested by: Mr. Edmund (Rick) Miranda, Jr., Vice President of Academic Affairs

Purpose: The Strong Workforce Program supported by the California Community Colleges Chancellor's Office will provide for funding to assist the Advanced Manufacturing, Retail/Business, and other selected industry sectors as determined by each campus, succeed by building educational/career pathways throughout these industries, and prepare workers for placement and advancement in high skill and high demand occupations.

Cerritos College requests to contract with CRM Educational Consulting ("Consultant") for Career Pathways Specialist services for the Strong Workforce Regional Project as applicable for the college for the period of September 1, 2018 through December 31, 2019, which will allow for staff to meet required program objectives and obligations. Cerritos College has received a second round of funding to continue the work of this position,



and expand and strengthen the College's dual enrollment, articulation, and career pathways with partner K-12 districts. The Career Pathways Specialist will assist with planning, development, and implementation of grants and projects related to the K-16 Career Pathways and Strong Workforce Initiative and build upon the previous Strong Workforce round of activities.

The consultant will be responsible for, but not limited to, the following duties: reviewing regional policies and procedures with appropriate staff to determine action needed, align college procedures with local curriculum procedures/practices, collaborate with local high school and adult education entities, identify opportunities for increasing Career Pathways including Articulation and Dual Enrollment, identify work-based learning activities and work experience/internships at both high schools and community colleges, review and revise current CTE Matrix, participate in local CTE Advisory Committee meetings, implement data collection system for capturing course articulation, and identify non-credit courses and potential alignment with existing CTE programs.

The total contract sum shall be in the not-to-exceed amount of \$120,000. The consultant will be paid on a time and materials basis at the hourly rate of \$60.00 per hour for a maximum of 31 hours per week, for the not-to-exceed contract amount of \$117,000, and a travel expenditures reimbursable amount of \$3,000.

Period: The time period will be from September 1, 2018 through December 31, 2019.

#### **NOTICING REQUIREMENTS**

None is required beyond posting of this item on the agenda.

#### **ATTACHMENT(S)**

Draft of Contract No. 18C0044 – CRM Educational Consulting

Exhibit B to Contract No. 18C0044 – CRM Educational Consulting – Statement of Work



## INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Contract No. 18C0044

### PARTIES AND DATE

This Agreement is made and entered into this 16<sup>th</sup> day of **August, 2018**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **CRM Educational Consulting** ("CONTRACTOR"), with its principal place of business at 5282 East Abbeyfield Street, Long Beach, CA 90815. DISTRICT and CONTRACTOR are sometimes individually referred to as "Party" and collectively as "Parties."

### RECITALS

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required by DISTRICT in this Agreement; and

WHEREAS, the work to be performed generally includes **Career Pathways Specialist Services for the Strong Workforce Regional Project**; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by DISTRICT, and such services are needed by DISTRICT from time to time on a limited basis; and

WHEREAS, CONTRACTOR represents that she possesses such necessary skill and expertise required, is familiar with the plans of DISTRICT, and desires to provide such services to DISTRICT on the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Parties agree as follows:

#### **1.0 SCOPE OF WORK – SERVICES TO BE PROVIDED BY CONTRACTOR**

1.1 CONTRACTOR promises and agrees to furnish to DISTRICT all labor, materials, tools, equipment, services and incidental and customary work, as necessary to fully and adequately provide those services required under this Agreement. The services to be performed shall include:

1.1.1 Career Pathways Specialist Services for the Strong Workforce Regional Project, includes, but is not limited to reviewing regional policies and procedures with appropriate staff to determine action needed, align college procedures with local curriculum procedures/practices, collaborate with local high school and adult education entities, identify opportunities for increasing Career Pathways including Articulation and Dual Enrollment, identify work-based learning activities and work experience/internships at both high schools and community colleges, review and revise current CTE Matrix, participate in local CTE Advisory Committee meetings, implement data collection system for capturing course articulation, and identify non-credit courses and potential alignment with existing CTE programs, per Scope of Work (6 pages), attached hereto and incorporated into this Agreement by this reference as "Exhibit B"

1.2 CONTRACTOR shall furnish all labor, materials, equipment, supplies, and other items necessary to complete the services under this AGREEMENT at CONTRACTOR'S own expense, except as follows: workspace during normal business hours, access to on campus data and telephone services. CONTRACTOR shall provide **Career Pathways Specialist Services for the Strong Workforce Regional Project** in accordance with this Agreement, current and generally accepted principles and practices of CONTRACTOR'S profession, and all applicable local, state and federal laws, rules and regulations.

## 2.0 TERM

2.1 The term of this Agreement shall begin on **September 1, 2018**, and end on **December 31, 2019**, unless earlier terminated in Section 7 of this Agreement or unless the Agreement is renewed or extended by execution of a "Cerritos Community College District Contract Amendment Form" attached hereto as Exhibit "A" and incorporated herein by this reference ("Contract Amendment Form"). CONTRACTOR shall complete the services to **Career Pathways Specialist Services for the Strong Workforce Regional Project** within the term of this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement

## 3.0 SERVICE FEES, EXPENSES, AND INVOICING

3.1.1 Service Fees. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a **rate of \$60.00 dollars per hour, for a maximum of 31 hours per week, subject to the total Not-to-Exceed amount of ONE HUNDRED SEVENTEEN THOUSAND AND 00/100 DOLLARS (\$117,000.00)**, billed on a time and materials (T&M) basis. DISTRICT shall reimburse CONTRACTOR for travel expenditures for the total Not-to-Exceed amount of **THREE THOUSAND AND 00/100 DOLLARS (\$3,000.00)**.

3.2 Expenses. Pursuant to the Not-to-Exceed reimbursable amounts set forth above, DISTRICT shall reimburse CONTRACTOR for only actual out-of-pocket expenses incurred in the performance of the Agreement provided that (i) CONTRACTOR submits an itemized list with copies of paid invoices, receipts or other proof of payment of such expenses, and (iii) such expenses are pre-approved by the District Representative, as evidenced by the written approval of CONTRACTOR'S invoice requesting such reimbursement. DISTRICT shall reimburse CONTRACTOR for pre-approved mileage at the rate allowed by IRS regulation in effect on service date incurred. CONTRACTOR is responsible for all other operating expenses, overhead and administrative costs, which shall be deemed included in CONTRACTOR'S hourly rate.

3.3 Invoices shall be submitted by CONTRACTOR once per month for services rendered and expenses incurred during the prior month. Invoices shall identify the billing period, Contract Number of this Agreement, CONTRACTOR'S Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and, as applicable, associated hours worked and billing rates.

3.4 No invoices will be paid unless (i) this Agreement has been signed by the CONTRACTOR and properly executed by DISTRICT and (ii) the CONTRACTOR has submitted a Department of the Treasury IRS Form W-9 to the DISTRICT'S Accounting Department, attention Accounts Payable.

3.5 At any time during the term of this Agreement, DISTRICT may request that CONTRACTOR perform Extra Work. As used herein, "Extra Work" means any work that is determined by DISTRICT to be necessary for the proper completion of any project or service under this Agreement, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. CONTRACTOR shall not perform, nor be compensated for, Extra Work without written authorization from DISTRICT.

## 4.0 RESPONSIBILITIES OF CONTRACTOR

4.1 Services and work performed under this Agreement shall be performed by CONTRACTOR and/or under her supervision. CONTRACTOR will determine the means, method and details of performing the services subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and CONTRACTOR is not an employee, agent or representative of DISTRICT. CONTRACTOR retains the right to perform similar or different services for others during the term of this Agreement. CONTRACTOR understands and agrees that CONTRACTOR'S employees shall not be considered officers, employees or agents of DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of DISTRICT, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. CONTRACTOR assumes the full responsibility for CONTRACTOR'S acts or liabilities including those of CONTRACTOR'S employees or agents as they relate to the services performed under this Agreement. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to CONTRACTOR'S employees. The DISTRICT will not withhold

taxes for CONTRACTOR or CONTRACTOR'S employees or independent subcontractors. CONTRACTOR agrees to indemnify, defend and hold DISTRICT harmless from and against any and all liability arising from any failure of CONTRACTOR to pay or withhold any applicable tax when due.

4.2 CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services that are being performed under this Agreement are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. DISTRICT shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services under this Agreement available to interested parties upon request, and shall post copies at the CONTRACTOR'S principal place of business and at any project site. CONTRACTOR shall defend, indemnify and hold DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

4.3 CONTRACTOR shall execute and maintain her work so as to avoid injury or damage to any person or property. In carrying out work and services under this Agreement, CONTRACTOR shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

4.4 CONTRACTOR shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. CONTRACTOR shall allow a representative of DISTRICT during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONTRACTOR shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.5 CONTRACTOR shall perform the services under this Agreement expeditiously, within the term of this Agreement. CONTRACTOR represents that she has the professional and technical personnel required to perform the services under this Agreement in conformance with such conditions. In order to facilitate CONTRACTOR'S conformance with the Schedule, DISTRICT shall respond to CONTRACTOR'S submittals in a timely manner. Upon the DISTRICT'S request, CONTRACTOR shall provide a more detailed schedule of anticipated performance to meet the relevant Schedule of Services.

4.6 CONTRACTOR has represented to DISTRICT that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence and experience upon written approval of DISTRICT. In the event that DISTRICT and CONTRACTOR cannot agree as to the substitution of key personnel, DISTRICT shall be entitled to terminate this Agreement, pursuant to provisions of Section 7 of this Agreement. The key personnel for performance of this Agreement are as follows: **Christina Rigas Mulcahy**.

4.7 DISTRICT'S REPRESENTATIVE. The DISTRICT hereby designates **Rick Miranda, Vice President of Academic Affairs, Cerritos Community College District**, or his designee, to act as its representative for the performance of this Agreement ("DISTRICT'S Representative"). DISTRICT'S Representative shall have the power to act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept direction or orders from any person other than the DISTRICT'S Representative or his or her designee.

4.8 CONTRACTOR'S REPRESENTATIVE. The CONTRACTOR hereby designates **Christina Rigas Mulcahy** for the performance of this Agreement ("CONTRACTOR'S Representative"). CONTRACTOR'S Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. The CONTRACTOR'S Representative shall supervise and direct all services under this Agreement, using [his or her] best skill and attention, and shall be responsible for all

means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of all services under this Agreement.

4.9 CONTRACTOR agrees to work closely with DISTRICT staff in the performance of all services under this Agreement and shall be available to DISTRICT'S staff, contractors and other staff at all reasonable times.

4.10 CONTRACTOR shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR represents and maintains that she is skilled in the professional calling necessary to perform services under this Agreement. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. Finally, CONTRACTOR represents that her employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform all services required under this Agreement. As provided for in the indemnification provisions of this Agreement, CONTRACTOR shall perform, at her own cost and expense and without reimbursement from the DISTRICT, any services necessary to correct errors or omissions which are caused by the CONTRACTOR'S failure to comply with the standard of care provided for herein. Any employee of the CONTRACTOR or her subcontractor who is determined by the DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of services under this Agreement, a threat to the safety of persons or property, or any employee who fails or refuses to perform such services in a manner acceptable to the DISTRICT, shall be promptly removed from work by the CONTRACTOR and shall not be re-employed to perform any services or work under this Agreement.

4.11 CONTRACTOR shall perform and complete all services under this Agreement within the term set forth in Section 4.5 above ("Performance Time").

4.12 CONTRACTOR shall keep herself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting her work or services under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with such work or services. If CONTRACTOR performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the DISTRICT, CONTRACTOR shall be solely responsible for all costs arising therefrom. CONTRACTOR shall defend, indemnify and hold DISTRICT, its officials, directors, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

4.13 By executing this Agreement, CONTRACTOR verifies that she fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the CONTRACTOR. CONTRACTOR also verifies that she has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. CONTRACTOR shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. CONTRACTOR shall maintain records of each such verification, and shall make them available to the DISTRICT or its representatives for inspection and copy at any time during normal business hours. The DISTRICT shall not be responsible for any costs or expenses related to CONTRACTOR'S compliance with the requirements provided for in Section 4.0 or any of its sub-sections.

4.14 To the same extent and under the same conditions as CONTRACTOR, CONTRACTOR shall require all of her subcontractors performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 4.13.

4.15 Each person executing this Agreement on behalf of CONTRACTOR verifies that they are a duly authorized officer of CONTRACTOR, and understands that any of the following shall be grounds for the DISTRICT to terminate the Agreement for cause: (1) failure of CONTRACTOR or her subcontractors to meet any of the requirements provided for in Sections 4.13 or 4.14; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the CONTRACTOR under Section 4.14); or (3) failure to immediately remove from work any person found not to be in compliance with such requirements.

4.16 By her signature hereunder, CONTRACTOR certifies that she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of services.

4.17 CONTRACTOR represents that she is an equal opportunity employer and she shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

## **5.0 INDEMNIFICATION.**

5.1 To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold DISTRICT and its Governing Board, officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of CONTRACTOR, [her/his] officials, officers, employees, subcontractors, or agents in connection with the performance of CONTRACTOR'S services, project or efforts undertaken pursuant to this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent CONTRACTOR'S services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR.

5.2 CONTRACTOR shall defend, with Counsel of DISTRICT'S choosing and at CONTRACTOR'S own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 5.1 that may be brought or instituted against DISTRICT or its Governing Board, officials, officers, employees, volunteers, and agents. CONTRACTOR shall pay and satisfy any judgment, award or decree that may be rendered against DISTRICT or its Governing Board, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. CONTRACTOR shall also reimburse DISTRICT for the cost of any settlement paid by DISTRICT or its Governing Board, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for DISTRICT'S attorney's fees and costs, including expert witness fees. CONTRACTOR shall reimburse DISTRICT and its Governing Board, officials, officers, employees, volunteers and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONTRACTOR'S obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the DISTRICT, its directors, officials officers, employees, agents, or volunteers.

## **6.0 INSURANCE.**

6.1 CONTRACTOR shall not commence work under this Agreement until she has provided evidence satisfactory to DISTRICT that she has secured all insurance required under this section. CONTRACTOR agrees to maintain, during the performance of all services under this Agreement, and for period of not less than one year following the expiration of this Agreement, at her sole expense, the following insurance coverages with limits of not less than those designated below:

(a) **Minimum Requirements.** CONTRACTOR shall, at her expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which

may arise from or in connection with the performance of the Agreement by the CONTRACTOR, her agents, representatives, employees or subcontractors. CONTRACTOR shall also require all of her subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

i. **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) *Automobile Liability*: comprehensive automobile liability insurance policy in a form acceptable to DISTRICT to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT; and (2) *Workers' Compensation*: Workers' Compensation insurance as required by the State of California.

ii. **Minimum Limits of Insurance.** CONTRACTOR shall maintain limits no less than: (1) *Automobile Liability*: with limits of not less than THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000) per occurrence combined single limit for bodily injury and property damage; (2) *Workers' Compensation*: Workers' Compensation limits as required by the Labor Code of the State of California.

(b) **Insurance Endorsements.** The insurance policies shall contain the following provisions, or CONTRACTOR shall provide endorsements on forms approved by the DISTRICT to add the following provisions to the insurance policies:

i. **Automobile Liability.** The automobile liability policy shall be endorsed to state that: (1) DISTRICT, its directors, officials, officers, employees, volunteers, and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the CONTRACTOR or for which the CONTRACTOR is responsible; and (2) the insurance coverage shall be primary insurance as respects DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents, or if excess, shall stand in an unbroken chain of coverage excess of the CONTRACTOR'S scheduled underlying coverage. Any insurance or self-insurance maintained by DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents shall be excess of the CONTRACTOR'S insurance and shall not be called upon to contribute with it in any way.

ii. **Workers' Compensation Coverage.** The insurer shall agree to waive all rights of subrogation against DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents for losses paid under the terms of the insurance policy which arise from work performed by the CONTRACTOR.

iii. **All Coverages.** Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT; and, (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents.

(c) **Separation of Insureds; No Special Limitations.** All insurance required by this Agreement, except for Workers' Compensation coverage, shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents.

(d) **Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. If DISTRICT does not approve the deductibles or self-insured retentions as presented, CONTRACTOR shall guarantee that, at the option of DISTRICT, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects DISTRICT, its directors, officials, officers, employees and agents; or, (2) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

(e) **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to DISTRICT.

(f) **Reporting of Claims.** CONTRACTOR shall report to DISTRICT, in addition to CONTRACTOR'S insurer, any and all insurance claims submitted by CONTRACTOR in connection with services under this Agreement.

(g) **Verification of Coverage.** CONTRACTOR shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by DISTRICT before work commences. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.2 The DISTRICT does not represent or warrant that the types or limits of insurance adequately protect CONTRACTOR'S interest or sufficiently cover CONTRACTOR'S liability exposure. Failure by CONTRACTOR to maintain the insurance coverages specified herein shall be considered a material breach of this Agreement.

6.3 Prior to commencing work, CONTRACTOR will furnish DISTRICT with properly endorsed certificates of insurance acceptable to DISTRICT which provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to DISTRICT. All certificates must be faxed or emailed, followed by a hard copy "wet ink" signed original in the mail to: Cerritos Community College District, Attn: Purchasing, 11110 Alondra Boulevard, Norwalk, CA 90650-6203.

6.4 No payments will be made to CONTRACTOR until current and complete certificate(s) of insurance are on file with the Purchasing Services Office of DISTRICT.

## **7.0 TERMINATION OF AGREEMENT**

7.1 DISTRICT may, by written notice to CONTRACTOR, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to CONTRACTOR of such termination, and specifying the effective date thereof, not less than ten (10) business days before the effective date of such termination. Upon termination, CONTRACTOR shall be compensated only for those services which have been adequately rendered to DISTRICT, and CONTRACTOR shall be entitled to no further compensation. CONTRACTOR may not terminate this Agreement except for cause.

7.2 If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data and other information of any kind prepared by CONTRACTOR in connection with the performance of services under this Agreement. CONTRACTOR shall be required to provide such document and other information within fifteen (15) days of the request.

7.3 In the event this Agreement is terminated in whole or in part as provided herein, DISTRICT may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

**8.0 EMPLOYMENT WITH PUBLIC AGENCY.** CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this AGREEMENT.

**9.0 CONFLICT OF INTEREST.** CONTRACTOR shall not hire any officer or employee of the DISTRICT to perform any service covered by this Agreement. CONTRACTOR affirms that to the best of CONTRACTOR'S knowledge there exists no actual or potential conflict between CONTRACTOR'S family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with DISTRICT. CONTRACTOR shall not be in a reporting relationship to a DISTRICT employee who is a near relative, nor shall the near relative be in a decision-making position with respect to CONTRACTOR.

**10.0 ON-SITE ACCOMMODATIONS.** DISTRICT shall provide CONTRACTOR with reasonable and customary working accommodations to support any on-site activities in the performance of CONTRACTOR'S services.



## 11.0 OWNERSHIP OF MATERIALS/CONFIDENTIALITY.

11.1 **Originality of Services.** CONTRACTOR warrants and represents that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to DISTRICT and/or used in connection with this Agreement, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services or under license by any CONTRACTOR hired subcontractor.

11.2 **Documents & Data; Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for DISTRICT to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by CONTRACTOR under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of DISTRICT, and shall not be used in whole or in substantial part by CONTRACTOR on other projects or services without DISTRICT'S express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, CONTRACTOR shall provide to DISTRICT reproducible copies of all Documents & Data, in a form and amount required by DISTRICT. DISTRICT reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by DISTRICT at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the CONTRACTOR is entitled under the termination provisions of this Agreement, CONTRACTOR shall provide all Documents & Data to DISTRICT upon payment of the undisputed amount. CONTRACTOR shall have no right to retain or fail to provide to DISTRICT any such documents pending resolution of the dispute. In addition, CONTRACTOR shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of services under this Agreement, and shall make copies available to DISTRICT upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, CONTRACTOR shall make a reasonable effort to notify DISTRICT and provide DISTRICT with the opportunity to obtain the documents.

11.3 **Subcontractors.** CONTRACTOR shall require all subcontractors to agree in writing that DISTRICT is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. CONTRACTOR represents and warrants that CONTRACTOR has the legal right to license any and all Documents & Data. CONTRACTOR makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than CONTRACTOR or her subcontractors, or those provided to CONTRACTOR by the DISTRICT.

11.4 **Right to Use.** DISTRICT shall not be limited in any way in its use or reuse of Documents and Data or any part of thereof at any time for purposes of any project or services under this Agreement, provided that any such use not within the purposes intended by this Agreement or on a project or service other than any project or service under this Agreement without employing the services of CONTRACTOR shall be at DISTRICT'S sole risk. If DISTRICT uses or reuses the Documents & Data on any project or service other than a project or service under this Agreement, it shall remove the CONTRACTOR'S seal from the Documents & Data and indemnify and hold harmless CONTRACTOR and her officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other projects or services. CONTRACTOR shall be responsible and liable for her Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the DISTRICT upon completion, suspension, abandonment or termination. CONTRACTOR shall not be responsible or liable for any revisions to the Documents & Data made by any party other than CONTRACTOR, a party for whom the CONTRACTOR is legally responsible or liable, or anyone approved by the CONTRACTOR.

11.5 **Indemnification.** CONTRACTOR shall defend, indemnify and hold the DISTRICT, its directors, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on any

project or service by DISTRICT of the Documents & Data, including any method, process, product, or concept specified or depicted

**11.6 Confidentiality.** All Documents & Data, either created by or provided to CONTRACTOR in connection with the performance of this Agreement, shall be held confidential by CONTRACTOR. All Documents & Data shall not, without the prior written consent of DISTRICT, be used or reproduced by CONTRACTOR for any purposes other than the performance of services under this Agreement. CONTRACTOR shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of any project or service under this Agreement. Nothing furnished to CONTRACTOR that is otherwise known to CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential. CONTRACTOR shall not use DISTRICT'S name or insignia, photographs of any project, or any publicity pertaining to any services or any project under this Agreement, in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.

**12.0 RECORDS ABOUT INDIVIDUALS.** California law, as well as DISTRICT policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.

12.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of the DISTRICT and subject to state law and DISTRICT policies governing privacy and access to files.

12.2 CONTRACTOR shall use his or her best efforts to keep confidential any information provided by DISTRICT and marked "Confidential Information," or any oral information conveyed to CONTRACTOR by DISTRICT and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which the CONTRACTOR can demonstrate by written records was known to CONTRACTOR prior to the effective date of this Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of CONTRACTOR; or (iii) is obtained lawfully from a third party.

**13.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS.** While performing any service for DISTRICT, CONTRACTOR'S employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.

13.1 CONTRACTOR shall advise [her/his] employees, agents, or subcontractors of this policy. Their entry onto DISTRICT'S premises or the work site constitutes consent to searches and inspections. When DISTRICT has reason to believe there has been a violation of any aspect of the drug-free workplace requirements, CONTRACTOR and [her/his] employees, agents, suppliers, subcontractors shall, when requested, immediately submit to a search of their person, and/or lockers, lunch boxes, briefcases, purses, packages, desks, workstations, vehicles and other personal belongings available for inspection.

13.2 CONTRACTOR understands and agrees that any of [her/his] employees involved in accidents will be subject to drug and/or alcohol testing as part of the post-accident investigation.

13.3 Declining to submit to required searches and inspections may result in the termination of this Agreement and all current or future business relationships and/or visiting privileges.

**14.0 DELAYS.**

14.1 Delay, nondelivery, or any other failure to perform shall not be excused, unless it arises as a result of unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR and CONTRACTOR **gives notice to DISTRICT within 24 hours** of both the delay or nondelivery and the cause thereof and exerts reasonable efforts to mitigate the effect of same on DISTRICT to cause a complete cure of the failure in no less than five (5) working days. Delays caused by matters outside of CONTRACTOR'S control shall be excusable, and CONTRACTOR waives any other claims or entitlement for fees or compensation based on extended delays or absences hereunder

14.2 If at any time CONTRACTOR becomes aware of circumstances that may cause a delay, CONTRACTOR shall immediately give written notice of such circumstances to the DISTRICT and shall immediately take action to remedy the situation. If CONTRACTOR does not remedy the situation within a reasonable time, the DISTRICT shall have the right, directly or through CONTRACTOR, to investigate and institute action at CONTRACTOR'S expense, to prevent or mitigate any delay.

**15.0 FORCE MAJEURE.** Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.

**16.0 DISPUTES.** All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner.

16.1 The Parties shall enter into good faith negotiations to reach an equitable settlement.

16.2 If a good faith settlement cannot be reached, the Parties may agree to select a method of dispute resolution other than litigation, such as arbitration, mediation, or other method of alternative dispute resolution. In the event that the Parties are unable to agree on a method of dispute resolution other than litigation, suit may be brought in a court located nearest the DISTRICT office involved in the suit.

16.3 Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Agreement, the performance of any work, the delivery of any material, the payment of any moneys to CONTRACTOR, or otherwise, CONTRACTOR agrees that [he/she] will not directly or indirectly stop or delay the work directed by DISTRICT, or any part thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.

**17.0 GOVERNING LAW; GOVERNMENT CODE CLAIM COMPLIANCE.** This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, CONTRACTOR must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONTRACTOR. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, CONTRACTOR shall be barred from bringing and maintaining a valid lawsuit against the DISTRICT.

**18.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT.** This Agreement is for the exclusive services of CONTRACTOR. The obligations of the CONTRACTOR pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual by CONTRACTOR without the express written approval of DISTRICT.

**19.0 CONSTRUCTION; REFERENCES; CAPTIONS.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not business days unless otherwise specified in this Agreement. All references to CONTRACTOR include all personnel, employees, agents, and subcontractors of CONTRACTOR, except as otherwise specified in this Agreement. All references to DISTRICT include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

- 20.0 AMENDMENT; MODIFICATION.** No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties pursuant to a Contract Amendment Form, Exhibit "A", attached hereto and incorporated herein by this reference. DISTRICT may modify the form of the Contract Amendment Form in its sole discretion at any time prior to execution.
- 21.0 NON-WAIVER.** The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 22.0 COOPERATION; FURTHER ACTS.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 23.0 ATTORNEYS' FEES.** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 24.0 AUTHORITY TO ENTER AGREEMENT.** CONTRACTOR has all requisite power and authority to conduct [her/his] business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 25.0 COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original.
- 26.0 NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- 27.0 SEVERABILITY.** If any term, condition, or 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 and effect, and shall not be affected, impaired, or invalidated in any way.
- 28.0 TIME OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.
- 29.0 ENTIRE AGREEMENT.** This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both DISTRICT and CONTRACTOR.
- 29.1 This Agreement and any attachments or exhibits incorporated by reference are complementary and what is required by one shall be as binding as if required by all. In the case of conflict or inconsistency, this Agreement shall control over any such attachments or exhibits.
- 30.0 NOTICE.** Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

**CERRITOS COMMUNITY COLLEGE DISTRICT:**

**CONTRACTOR:**

Representative: Mark B. Logan, CPPO, C.P.M.

Representative: \_\_\_\_\_

Director of Purchasing and  
Contract Administration  
Tel: (562) 467-5203

\_\_\_\_\_  
*(Name & Title)*

Tel: \_\_\_\_\_

For Notices: Cerritos Community College District  
Purchasing Department  
11110 Alondra Boulevard  
Norwalk, CA 90650-6203

For Notices: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax: (562) 467-5020

Fax: \_\_\_\_\_

**[SIGNATURES ON THE FOLLOWING PAGE]**

DRAFT

**SIGNATURE PAGE  
TO  
CERRITOS COMMUNITY COLLEGE DISTRICT  
INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

IN WITNESS WHEREOF, DISTRICT and CONTRACTOR have executed this Agreement on the date first written above.

**CERRITOS COMMUNITY COLLEGE DISTRICT:**

**CONTRACTOR:**

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed or Printed Name, & Title*

\_\_\_\_\_  
*Typed or Printed Name, & Title*

\_\_\_\_\_  
*Tax Identification Number (EIN)*

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

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

DRAFT

**EXHIBIT "A"**

**CERRITOS COMMUNITY COLLEGE DISTRICT  
CONTRACT AMENDMENT FORM**

**AMENDMENT NO.**

**To**

**CONTRACT NO.**

The AGREEMENT made and entered on \_\_\_\_\_, by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("DISTRICT"), and \_\_\_\_\_, an individual residing at \_\_\_\_\_ ("CONTRACTOR"), is **AMENDED** on \_\_\_\_\_, as follows:

**RECITALS**

WHEREAS, DISTRICT and CONTRACTOR entered into that certain Independent Contractor Agreement dated \_\_\_\_\_ ("Agreement"), whereby CONTRACTOR agreed to provide certain services;

WHEREAS, DISTRICT and CONTRACTOR desire to amend the Agreement to provide for additional services;

NOW THEREFORE, the Parties agree as follows:

**1. TERMS**

1.1 Pursuant to Sections 2.1 and 20.0 of the Agreement, CONTRACTOR shall provide the following services: [Insert As Applicable]

1.2 Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

1.3 This Amendment may be executed in duplicative originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

1.4 Additional Terms: [Insert As Applicable]

**INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AMENDMENT AS OF THE DATE WRITTEN ABOVE:**

**CERRITOS COMMUNITY COLLEGE DISTRICT:**

**CONTRACTOR:**

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed or Printed Name, & Title*

\_\_\_\_\_  
*Typed or Printed Name, & Title*

**Career Pathways Specialist  
2018-19**

**Workplan**

**Objective 1: Identify and/or hire a Career Pathways Specialist to implement the LA Co. Regional Project.**

<b>Activities</b>	<b>Desired Outcome</b>	<b>Person Responsible</b>	<b>Timeline</b>
<b>1.</b> Review generic Career Pathways Specialist Job Description.		Director of Educational Partnerships & Programs, Human Resources Department	Fall 2018
<b>2.</b> Develop Job Description to be used by college.	Approved job description is created	Director of Educational Partnerships & Programs, Human Resources Department	Fall 2018
<b>3.</b> Advertise and/or recruit individual for the position.	Hire the Career Pathway Specialist	EPP Director	Fall 2018
<b>4.</b> Employ Career Pathways Specialist for college.	Hire Career Pathway Specialist	Director of Educational Partnerships & Programs	Fall 2018
<b>6.</b> Provide an orientation to CTE and college policies and procedures.	Orientation to be completed by Career Pathway Specialist	Project Director	Fall 2018
<b>7.</b> Participate in Career Pathways Specialist Orientation.	Orientation Completed	Career Pathway Specialist	Fall 2018



**Objective 2: Implement and/or align local Policies and Procedures with regional policies developed during the 2015-2016 Year.**

<b>Activities</b>	<b>Desired Outcome</b>	<b>Person Responsible</b>	<b>Timeline</b>
<b>1.</b> Review regional policies and procedures with CTE Dean and/or appropriate staff to determine action needed.	Policies and procedures approved by local board and administrative staff.	Career Pathway Specialist, Dean of CTE, EPP Director	Fall 2017
<b>2.</b> Align college procedures with local curriculum procedures/practices.	Create standard operating procedures (SOP) for alignment of college procedures with curriculum procedures, and distribute those SOP to all necessary stakeholders.	Career Pathway Specialist, Dean of CTE, EPP Director	Fall 2018 – Fall 2019
<b>3.</b> Meet with local high schools in college service area to assess Career Education Courses offered.	Create a list of Career Education Courses with feeder high schools.	Career Pathway Specialist, Dual Enrollment Manager	Fall 2018 – Spring 2019
<b>4.</b> Identify current articulation agreements in place and areas for developing new agreements.	Create 5 new articulation agreement in new CTE areas.	Career Pathway Specialist	Fall 2018 – Fall 2019
<b>5.</b> Identify opportunities for Dual Enrollment (AB 288 and non AB 288).	Continue to implement College's vision for dual enrollment classes with K-12 partner districts.	Career Pathway Specialist, Dual Enrollment Manager	Fall 2018-Fall 2019

**Objective 3: Identify current Credit and non-credit Career Pathways at local college and Additional Relevant Pathways to be Developed.**

<b>Activities</b>	<b>Desired Outcome</b>	<b>Person Responsible</b>	<b>Timeline</b>
<b>1.</b> Review & revise current CTE Matrix and submit to Project Director.	CTE Matrix will be update to reflect all CTE programs at Cerritos College	Career Pathway Specialist	Fall 2018-Spring 2019
<b>2.</b> Add current non-credit CTE Programs to CTE Matrix.	Meet with Associate Dean of Adult Education to identify any noncredit CTE programs.	Career Pathway Specialist	Fall 2018
<b>3.</b> Meet with Deans with responsibility for Career Education Programs.	Schedule meetings with CTE Deans and meet with them about creating pathways with high school partners.	Career Pathway Specialist, Dual Enrollment Manager	Fall 2018-Spring 2019
<b>4.</b> Participate in local Career Education Advisory Committee Meetings.	Create a list of all Advisory meeting and attend meetings.	Career Pathway Specialist	Fall 2018 – Fall 2019
<b>5.</b> Identify non-credit courses and potential alignment with existing CTE Programs.	Meet with Associate Dean of Adult Education to identify non-credit courses to see if any align with current CTE programs.	Career Pathway Specialist, Associate Dean of Adult Education	Fall 2018 – Fall 2019

**Objective 4: Implement a Data Collection System that will ensure data is captured in the local MIS.**

<b>Activities</b>	<b>Desired Outcome</b>	<b>Person Responsible</b>	<b>Timeline</b>
<b>1.</b> Review current Career Education courses and Programs to determine if coded correctly.	Create a list of Career Education courses with the current codes. Work with Dean of Technology to update codes for courses.	Career Pathway Specialist, Dean of Technology	Fall 2018 – Fall 2019
<b>2.</b> Become familiar with current data collection system related to reporting certificates, degrees awarded, articulation credit and dual enrollment classes.	Meet with Dean of A&R and Director of IT to determine college's data collection system for completion.	Career Pathway Specialist, Dual Enrollment Manager	Fall 2018 – Spring 2019
<b>3.</b> Implement CATEMA or some other data system for collecting data for Articulated Credit Awarded.	Determine if Cerritos College will use CATEMA to track articulation agreements.  Work with A&R to identify students who have taken an articulated class.	Career Pathway Specialists, Director of IT, Director of Educational Partnerships & Programs, Dean of A&R	Fall 2018 – Fall 2019
<b>4.</b> Encourage each of feeder high schools to have signed the MOU with CALPASS Plus for reporting "College Ready" in Launch Board Report.	Meet with each feeder high school about the CALPASS plus MOU.	Career Pathway Specialist, Dual Enrollment Manager, Director of Educational Partnerships & Programs	Fall 2018 – Fall 2019

**Objective 5: Develop Career Pathways with Noncredit Courses/Programs.**

<b>Activities</b>	<b>Desired Outcome</b>	<b>Person Responsible</b>	<b>Timeline</b>
1. Review current credit career pathways and determine opportunities for expansion to include opportunities for alignment and development with noncredit courses/programs.	List of existing courses for articulation opportunities.  List career pathway where new noncredit courses could be developed.	Career Pathways Specialist	September 30, 2018
2. Develop new College and Career Readiness non-credit course(s) as part of a pathway leading to non-credit Certificate of Completion or smooth transition to career or college.	Offer pilot College and Career Readiness non-credit course(s) Creation of non-credit Certificate of Completion.	Career Pathways Specialist and Associate Dean of Adult Education	Summer and Fall 2018-Spring 2019
3. Submit non-credit Certificate of Completion to College Curriculum Committee for approval.	Approval of non-credit certificate of completion by College Curriculum Committee.	Career Pathways Specialist and Associate Dean of Adult Education	Spring 2019
4. Explore and identify industry and workforce partners for potential internships or job exposure.	Develop a plan for implementation of an internship program or job exposure.	Career Pathways Specialist	Spring 2019

**Objective 6: Improve the Quality of Career Pathways through Collaboration with the Sector Navigators/Deputy Sector Navigators.**

<b>Activities</b>	<b>Desired Outcome</b>	<b>Person Responsible</b>	<b>Timeline</b>
<b>1.</b> Identify Career Pathways to be revised to meet industry needs.	Create a list of CTE pathways that will be revised to meet industry needs.  Meet with the Dean of Technology to determine which CTE pathways at the college need to improve in meeting the industry needs.	Career Pathway Specialist, Dean of Technology, Dual Enrollment Manager	Fall 2018 – Fall 2019
<b>2.</b> Participate in sector specific regional advisory committees.	Attend regional advisory committee meetings	Career Pathway Specialist	Fall 2018 – Fall 2019
<b>3.</b> Facilitate faculty experiences with business/industry to ensure Career Pathways prepare students for employment.	Participate in CTE advisory group meetings at the college	Career Pathway Specialist	Fall 2018 – Fall 2019

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **August 15, 2018**

**Agenda Item No. 19**

**FROM:**

\_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:**

\_\_\_\_\_  
Felipe Lopez  
Vice President of Business Services/  
Assistant Superintendent

**PREPARED BY:**

\_\_\_\_\_  
Mark B. Logan  
Director, Purchasing and  
Contract Administration

<p><b>SUBJECT:        Consideration of Ratification of Amendment to Project Assignment Agreement No. 13 to the Master Inspector Services Agreement with The Vinewood Company, LLC for the Stadium ADA Upgrades Project</b></p>
--

**ACTION**

It is recommended that the Board of Trustees ratify the amendment to Project Assignment Agreement No. 13 to the Master Inspector Services Agreement with The Vinewood Company, LLC for the Stadium ADA Upgrades project.

**FISCAL IMPACT**

The total contract sum shall be increased \$14,003.45 for a new not-to-exceed amount of \$36,099.85; this amount will be funded from the GO Bond. The Vinewood Company, LLC is headquartered in La Verne, CA.

**REPORT SUMMARY**

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

**AMENDMENT NO. 1 TO PROJECT ASSIGNMENT AGREEMENT NO. 13 TO THE MASTER INSPECTOR SERVICES AGREEMENT FOR THE STADIUM ADA UPGRADES PROJECT THE VINEWOOD COMPANY, LLC**

Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On January 28, 2015, Cerritos College entered into a Master Inspector Services Agreement ("Master Agreement") with The Vinewood Company, LLC for the purpose of creating a qualified pool of inspector of record firms for campus projects pursuant to Request for Qualifications (RFQ) No. 13P026, Inspector of Record Services. The intent of the Master Agreement was that individual Project Assignment Agreements would be drafted for each project on an as-needed basis. Project Assignment Agreements specify the scope of work, project cost estimates, fee to inspection firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

On January 25, 2018, Cerritos College entered into Project Assignment Agreement No. 13 to obtain the necessary inspection services for the completion of the Stadium ADA Upgrades project funded by GO Bond

allocations. The Vinewood Company, LLC's services includes, but is not limited to, providing daily inspection and reports as a Class 2 Inspector for the Stadium ADA Upgrades project.

At this time, Cerritos College wishes to amend Project Assignment Agreement No. 13 to allow for additional inspection services for the Stadium ADA project. This amendment also provides for an extension of the agreement through July 31, 2018.

Period: The amended time period will be from February 19, 2018 through July 31, 2018.

**NOTICING REQUIREMENTS**

None is required beyond posting of this item on the agenda.

**ATTACHMENT(S)**

Draft of Amendment No. 1 to Project Assignment Agreement No. 13 to Contract No. 13P035 – The Vinewood Company, LLC

Project Assignment Agreement No. 13 to Contract No. 13P035 – The Vinewood Company, LLC  
Contract No. 13P035, Master Inspector Services Agreement, The Vinewood Company, LLC



**AMENDMENT NO. 1**  
**TO**  
**PROJECT ASSIGNMENT AGREEMENT NO.13**  
**UNDER**  
**CONTRACT NO. 13P035**  
**BETWEEN**  
**CERRITOS COMMUNITY COLLEGE DISTRICT**  
**AND**  
**THE VINEWOOD COMPANY LLC**  
**DATED**  
**JANUARY 28, 2015**

**WHEREAS**, this Project Assignment Amendment (“P.A. AMENDMENT”) is made and entered into as of **August 15, 2018** by and between the **Cerritos Community College District** (“DISTRICT”) and **The Vinewood Company LLC** (“INSPECTOR”); collectively referred to as “PARTIES”, and

**WHEREAS**, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **January 25, 2018** entitled “**Project Assignment Agreement No. 13** to Master Inspector Services Agreement, Contract No. 13P035 (the “PROJECT ASSIGNMENT AGREEMENT”) for the completion of the **Stadium ADA** Project (the “PROJECT”) as the parties desire to amend, clarify, modify and/or revise the terms of the PROJECT ASSIGNMENT AGREEMENT; and

**WHEREAS**, this P.A. AMENDMENT arises out of the DISTRICT’s desire to obtain **additional inspector services** for the completion of the PROJECT (hereinafter referred to as the “Additional Services”); and

**WHEREAS**, the Master Inspector Services Agreement Contract No. 13P035 dated January 28, 2015 between the PARTIES (the “AGREEMENT”) requires all Additional Services to be detailed in writing and approved by the DISTRICT; and



**WHEREAS**, the P.A. AMENDMENT is being executed between the PARTIES pursuant to Article III, Section 1 and Article XIII, Section 8 of the AGREEMENT; and

**WHEREAS**, where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is amended or superseded, the balance of that section or portion not specifically amended or superseded shall remain in effect as originally written. Where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion shall remain in effect as originally written. Where any Paragraph, Section, Portion or Exhibit is referenced, such Paragraph, Section, Portion or Exhibit is superseded and replaced by the language herein. This P.A. AMENDMENT, taken together with the PROJECT ASSIGNMENT AGREEMENT dated **January 25, 2018** represents the new PROJECT ASSIGNMENT AGREEMENT; and

**WHEREAS**, unless expressly provided otherwise, all capitalized terms and phrases used in this P.A. AMENDMENT shall have the same meanings as set forth in the PROJECT ASSIGNMENT AGREEMENT; and

**WHEREAS**, the DISTRICT and INSPECTOR agree that the Recitals set forth hereinabove are expressly incorporated into the PROJECT ASSIGNMENT AGREEMENT and correctly set forth the nature of the PROJECT ASSIGNMENT AGREEMENT as modified by this P.A. AMENDMENT.

**NOW, THEREFORE**, the PARTIES hereto agree that this P.A. AMENDMENT shall be incorporated into the PROJECT ASSIGNMENT AGREEMENT pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

**Add Section 5(E) to the PROJECT ASSIGNMENT AGREEMENT as Follows:**

**E. Additional Services:** The INSPECTOR agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT “1”. The INSPECTOR and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT “1” only to the extent such terms detail the scope of Additional Services and the total compensation due the INSPECTOR for performing such Additional Services. Notwithstanding the above concerning compensation and scope of Additional Services, the PARTIES agree that the terms and conditions of this PROJECT ASSIGNMENT AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT “1”. The INSPECTOR and DISTRICT also agree that the terms and conditions of the AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT or ATTACHMENT “1”.

**(1) Additional Services Compensation.** The DISTRICT agrees to pay the INSPECTOR in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT “1”, inclusive of reimbursable expenses, for performing all the Additional Services set forth in Section 5(E) above subject to the limitations set forth herein this Section 5(E)(1). In no event shall the total payment to INSPECTOR exceed **\$14,003.45** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT “1”. The INSPECTOR shall invoice all fees for Additional Services

performed by the INSPECTOR on a monthly basis as services are completed by the INSPECTOR. All invoices for Additional Services shall be based upon actual work or services completed by the INSPECTOR and shall be supported by proper invoices, receipts and/or other documentation.

**Add Section 7 to the PROJECT ASSIGNMENT AGREEMENT as Follows:**

THIS PROJECT ASSIGNMENT AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE ARCHITECT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT "1" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS PROJECT ASSIGNMENT AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL, QUOTE OR OTHER DOCUMENT SUBMITTED TO THE DISTRICT BY ARCHITECT FOR ATTACHMENT TO THIS PROJECT ASSIGNMENT AGREEMENT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS PROJECT ASSIGNMENT AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE ARCHITECT MAY BE INCORPORATED INTO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 1 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE SCOPE OF THE AGREED UPON ADDITIONAL SERVICES, AND THE CORRESPONDING RATE, FEE AND/OR PRICE SCHEDULE.

**Exhibit "A" to this P.A. AMENDMENT Shall be Attached and Incorporated into the Project Assignment Agreement as Attachment "1"**

*(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)*

The PARTIES, through their authorized representatives, have executed this P.A. AMENDMENT as of the day and year first written above.

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

**The Vinewood Company LLC**

**Cerritos Community College District**

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

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

Print Name: Howard Mason

Print Name: Felipe Lopez

Print Title: Principal in Charge

Print Title: Vice President Business Services

DRAFT

**EXHIBIT "A"**

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
  - a. Reference attached proposal from John Beckton, The Vinewood Company LLC to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated June 6, 2018 regarding Inspection Services Proposed Stadium ADA Project (3 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".
  
2. Cost of Professional Services
  - a. Original Amount of PAA No. 013      \$ 22,096.40
  - b. This Amendment Increase              \$ 14,003.45
  - c. Total    \$ 36,099.85
  
3. Schedule
  - a. June 2018 – July 2018

DRAFT



# Cerritos College

**PROJECT ASSIGNMENT AGREEMENT NO. 13**

**TO**

**MASTER INSPECTOR SERVICES AGREEMENT**

**CONTRACT NO. 13P035**

**BETWEEN**

**CERRITOS COMMUNITY COLLEGE DISTRICT**

**AND**

**THE VINEWOOD COMPANY, LLC**

**DATED**

**JANUARY 28, 2015**

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **January 25, 2018** by and between the **Cerritos Community College District** (“DISTRICT”) and **The Vinewood Company, LLC** (“INSPECTOR”); and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT shall be considered attached to and incorporated in that certain document dated **January 28, 2015** entitled “Master Inspector Services Agreement”, **Contract No. 13P035** (“AGREEMENT”) as the PARTIES desire to identify a PROJECT that will be completed pursuant to the terms of the AGREEMENT; and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT arises out of the DISTRICT’s desire to obtain the necessary inspection services for the completion of the **Stadium ADA Upgrades** project which shall hereinafter be considered a formal “PROJECT” subject to the terms and conditions of the AGREEMENT; and

**WHEREAS**, this PROJECT ASSIGNMENT AGREEMENT is being executed between the PARTIES pursuant to Section (A) of the AGREEMENT; and

**WHEREAS**, the initial Recitals of the AGREEMENT require that each portion of the PROJECT be identified and made a part of the AGREEMENT through a written PROJECT ASSIGNMENT AGREEMENT executed by both PARTIES, which identifies the name of the improvement, location, scope of work, basis of compensation, and any additional Basic Services that will be performed by the INSPECTOR in accordance with the AGREEMENT.

A handwritten signature in black ink, located in the bottom right corner of the page.

**NOW, THEREFORE**, the PARTIES hereto agree that the aforementioned improvement shall be completed pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

**1. Project Description.**

A. INSPECTOR shall provide inspection services for the following PROJECT:

- 1) Stadium ADA Upgrades

**2. Basic Services.**

A. The INSPECTOR shall provide all the basic services set forth in the AGREEMENT in connection with this PROJECT ASSIGNMENT AGREEMENT, with the exception of the following services which are not needed for the completion of this PROJECT, as determined by the INSPECTOR in its professional opinion and approved by the DISTRICT:

- 1) Division of State Architect Inspection

**3. Additional Basic Services, Consultants and Deliverables.** Services, consultants, and/or other deliverables that are not set forth in the AGREEMENT but which are required for the completion of this PROJECT shall be described in ATTACHMENT "1" which is attached hereto this PROJECT ASSIGNMENT AGREEMENT and incorporated herein by this reference.

**4. Inspector Compensation.**

A. **Inspector Fee for Basic Services.** For performing the Basic Services detailed in the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT for the completion of the PROJECT, the DISTRICT agrees to pay INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT unless an alternative fee for Basic Services is agreed upon between the PARTIES and attached hereto this PROJECT ASSIGNMENT AGREEMENT as ATTACHMENT "1".

B. In no event shall the total payment to INSPECTOR under this PROJECT ASSIGNMENT AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of **Twenty-Two Thousand Ninety-Six and 40/100 (\$22,096.40)**, for all services performed and expenses, inclusive of all extra service expenses, incurred pursuant to this PROJECT ASSIGNMENT AGREEMENT.

**5. Approval Required.** This PROJECT ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.



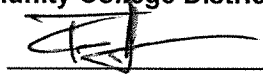
The PARTIES, through their authorized representatives, have executed this PROJECT ASSIGNMENT AGREEMENT as of the day and year first written above.


Dated: Feb. 12, 2018

Dated: 2-6, 2018

**Cerritos Community College District**

**The Vinewood Company, LLC**

By: 

By: 

Print Name: Felipe R. Lopez

Print Name: Howard Mason

Print Title: Vice President Business Services

Print Title: Principal In Charge

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**Information regarding Inspector:**

License No.: \_\_\_\_\_ 260373328 \_\_\_\_\_ :

Address: 1854 Vinewood Street  
La Verne, CA 91750

Telephone: 909-596-1045

Facsimile:

E-Mail: hmtvc@verizon.net

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: \_\_\_\_\_
- Limited Liability Company
- Other: \_\_\_\_\_

Employer Identification and/or  
Social Security Number

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.**





**ATTACHMENT "1"**

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
  - a. Reference attached proposal from John Beckton, Team Leader Field Operations, The Vinewood Company to David Buted, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated December 27, 2017 regarding Certified DSA Inspection Services Proposed Stadium ADA Upgrade Project (2 pages), attached hereto by this reference as "ATTACHMENT 2".
  
2. Task 1 –
  - a. Provide inspection services required per State of California, Title 24, excluding any and all special inspections.
  - b. Provide reports for all inspections including copies of all reports to Cerritos Community College, Architect in responsible charge and the Construction Management Team.
  
3. Includes Prevailing Wages as required by law for all field labor/work.
  
4. Cost of Professional Services
  - a. Services \$22,096.40
  - b. Total \$22,096.40
  
5. Schedule
  - a. February 19, 2018 – June 1, 2018
  
6. Specific to this PROJECT ASSIGNMENT AGREEMENT the rate and price schedule information set forth in EXHIBIT "A" to the AGREEMENT for Basic Services is modified and agreed upon as follows:

<u>INSPECTOR CERTIFICATION</u>	<u>ORIGINAL HOURLY RATE(S) PER AGREEMENT</u>	<u>MODIFICATION</u>	<u>CURRENT HOURLY RATE(S)</u>	<u>NOTES</u>
Project Inspector Class 2	\$67.50	\$2.00 (7/15) \$2.85 (8/16) \$2.30 (7/17)	<b>\$74.65</b>	

7. At the time a given PROJECT is identified and entered into by way of a PROJECT ASSIGNMENT AGREEMENT, the prevailing wage determinations at the time of execution of a PROJECT ASSIGNMENT AGREEMENT shall apply for the PROJECT. Any future prevailing wage determination increases identified by the DIR are acceptable and have been accounted for by the Allowance identified based upon the average of the last three increases at \$2.38 per hour per year. Effectively, the current applicable prevailing wage determinations and/or agreed hourly rates noted above, plus DIR increases, are "locked in" for the duration of this PROJECT ASSIGNMENT AGREEMENT.



## MASTER INSPECTOR SERVICES AGREEMENT

This MASTER INSPECTOR SERVICES AGREEMENT is made and entered into this 28th day of January in the year 2015, between CERRITOS COMMUNITY COLLEGE DISTRICT ("DISTRICT"), and The Vinewood Company, LLC ("INSPECTOR"). The DISTRICT and the INSPECTOR are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES". The INSPECTOR and the DISTRICT do hereby contract and agree as follows:

(A) The INSPECTOR shall at all times be qualified and approved by the Division of the State Architect ("DSA"), Department of General Services, State of California, and shall at all times maintain proper qualifications, to perform the duties of and act as General Building Inspector on school building construction projects and modification of the type for which he/she agrees to perform inspection services. INSPECTOR and any other inspector(s) performing any portion of the work pursuant to this AGREEMENT must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations ("DIR") and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of any public works project pursuant to this AGREEMENT or any future PROJECT ASSIGNMENT AGREEMENT. If applicable, INSPECTOR and any other inspector(s) performing any portion of the work shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

(B) Services to be Provided by the INSPECTOR. The DISTRICT requires inspection services for various projects located within the DISTRICT. These projects will hereinafter be referred to as the "PROJECT," and shall be performed during the term of this AGREEMENT. The PARTIES agree that each PROJECT will be identified and requested through an individual "PROJECT ASSIGNMENT AGREEMENT," which will supplement this AGREEMENT and which will particularize and more fully describe other individual tasks and/or projects to be performed pursuant to the terms of this AGREEMENT; provided that, the INSPECTOR (and its services) shall, in each instance in which the INSPECTOR is assigned a task or project under any such "PROJECT ASSIGNMENT AGREEMENT(S)", continue to be governed by the terms of this AGREEMENT in addition to the specific additional tasks and requirements set forth in the subsequent "PROJECT ASSIGNMENT AGREEMENT(S)." The INSPECTOR shall perform all services required by this AGREEMENT and any corresponding PROJECT ASSIGNMENT AGREEMENT(S) in accordance with the following terms and conditions:

(1) The PARTIES agree that the written PROJECT ASSIGNMENT AGREEMENT(S) shall reference this Master Inspector Services Agreement as well as identify

the specific portion of the PROJECT that is being incorporated into this AGREEMENT by referencing the name of the improvement, location, scope of work, and basis of compensation.

(2) INSPECTOR shall provide to the DISTRICT, on the terms herein set forth, all of the inspection services necessary to complete each PROJECT and any other tasks/projects assigned to the INSPECTOR as further described in the various PROJECT ASSIGNMENT AGREEMENT(S) to this AGREEMENT.

(3) The PARTIES agree that the terms of this AGREEMENT shall be controlling in the event of a conflict or inconsistency between the terms of any PROJECT ASSIGNMENT AGREEMENT(S) with the terms set forth in this AGREEMENT unless otherwise set forth in this AGREEMENT.

(4) The INSPECTOR understands and agrees that the execution of this Master Services Agreement by the PARTIES does not require the DISTRICT to award any specific projects, tasks, or work to the INSPECTOR.

(5) This AGREEMENT shall commence on **February 1, 2015** and shall terminate on **June 20, 2017**, with the option of two one-year renewal terms as mutually agreed to by both Parties, pursuant to Education Code Section 81644 ("Term of Agreement").

(C) The INSPECTOR agrees to discharge the duties of an inspector as specified in California Education Code Sections 81141 and 81143 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations. These duties include, but are not limited to, the following:

- (1) **General.** The INSPECTOR shall act under the direction of the architect and registered engineer. The Inspector shall attend all planning, pre-construction conferences, project meetings, and/or meetings as required by the DISTRICT.
- (2) **Duties.** The general duties of the INSPECTOR in fulfilling his/her responsibilities are as follows:
  - (a) **Continuous Inspection Requirement.** The INSPECTOR must have actual personal knowledge, which is obtained by his or her personal and continuous inspection of the work of construction in all stages of its progress, as set forth in California Education Code Section 81141, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work. Work, such as concrete work or brick work which can be inspected only as it is placed, shall require the constant presence of the INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while the INSPECTOR is not present. In any case, the INSPECTOR must personally inspect every part of the work. In no case shall the INSPECTOR have

or assume any duties which will prevent him/her from providing continuous inspection.

(b) Relations with Architect and Engineer. The INSPECTOR shall work under the general direction of the architect or registered engineer. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the architect or registered engineer for his interpretation and instructions. In no case, however, shall the instruction of the architect or registered engineer be construed to cause work to be done which is not in conformity with approved plans, specifications, and change orders. Interpretations received by the INSPECTOR which cause deviations from the approved drawings and specifications shall be referred to the responsible architect for preparation of change orders to cover the required work.

(c) Job File.

(i) The INSPECTOR shall keep a Job File on the PROJECT jobsite at all times in an organized manner (along with a back-up of the files on some other media such as a hard drive or back-up electronic file service). The INSPECTOR's Job File shall be readily accessible to the DSA, the DISTRICT, Project Architect/Engineer upon site visits and upon request. The INSPECTOR's Job File shall include all documents required to be maintained on a school construction site in accordance with Title 24 including, but not limited to, the following:

- (A) Form DSA 152 – Project Inspection Card(s)
- (B) DSA approved plans and specifications;
- (C) DSA approved Form DSA 103 – Statement of Structural Tests and Special Inspections
- (D) Deferred submittals as required by the DSA approved plans;
- (E) DSA approved addenda and revisions;
- (F) DSA approved Construction Change Documents;
- (G) Contractor submittals (construction schedule, shop drawings, material certificates, products labels, concrete trip tickets, etc.) as required by the DSA approved Construction Documents;
- (H) Communication log; all communications and project related meeting minutes/notes;
- (I) Deviation Notices (Form DSA 154), as delivered to the DSA, Project Architect/Engineer and Contractor with log listing all notices with resolution status;
- (J) Notices of Deviations/Resolution of Deviations (Form DSA 154);
- (K) Inspector Daily Reports;
- (L) Laboratory tests and inspection reports (Form DSA 291);
- (M) Special inspection reports (Form DSA 292);
- (N) Geotechnical reports (Form DSA 293);
- (O) Records of concrete placing operations;
- (P) Records of welding operations;

- (Q) Records of pile driving operations;
- (R) Verified reports from all parties required to file verified reports;
- (S) Completed semi-monthly reports;
- (T) DSA Field Trip Notes;
- (U) Project Inspector Notifications (Form DSA 151);
- (V) Contractor Notification to Project Inspector Commencement/Completion of Work (Form DSA 156);
- (W) Certificate of Compliance – Approved Bleacher/Grandstand Fabricator (Form DSA 130);
- (X) Applicable codes and referenced standards;
- (Y) Any other documents required to provide a complete record of construction.

The INSPECTOR shall notify the DISTRICT immediately when the Architect, Engineer, Contractor, Laboratory of Record, Special Inspector, or any other party involved in the construction of the PROJECT, has failed to timely prepare and submit any of the above documents to the DSA and/or the INSPECTOR as required by Title 24 and PR 13-01.

(ii) The INSPECTOR shall provide the DISTRICT with a copy of the entire Job File with the exception of the building codes and standards at the completion of the PROJECT.

(iii) Notwithstanding any other requirements in this AGREEMENT or Title 24, the INSPECTOR shall verify that copies of the following documents are in the INSPECTOR's Job File and have been submitted to the DSA by the responsible parties:

- (A) All completed Form DSA 152 documents required for the completion of the PROJECT;
- (B) All completed Form DSA 6PI documents including interim and final verified reports;
- (C) All completed Form DSA 6AE documents including interim and final verified reports;
- (D) The completed Form DSA 6C documents from each contractor having a contract with the SCHOOL;
- (E) All completed Form DSA 292 documents including interim and final reports prepared by the Special Inspectors;
- (F) All completed Form DSA 291 documents including interim and final reports prepared by the Engineering Manager of the Laboratory of Record;
- (G) All completed Form DSA 293 documents including interim and final reports prepared by the Geotechnical Engineer;
- (H) The completed Form DSA 130 Certificate of Compliance for Bleachers and Grandstand Fabricator as applicable.

The INSPECTOR shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to the INSPECTOR and the DSA by the

responsible parties. If necessary, the INSPECTOR shall assist the DISTRICT in obtaining the above documents from the responsible parties for delivery to the DSA. The INSPECTOR shall submit all documents prepared by the INSPECTOR to the DSA without delay.

(iv) All original, completed and up to date Form DSA 152 documents and Form DSA 6PI documents shall be submitted to the DSA or the assuming DSA Project Inspector, as applicable, upon any of the following events:

- (A) The services of the INSPECTOR are terminated for any reason prior to the completion of the PROJECT;
- (B) The PROJECT is substantially complete in accordance with DSA requirements;
- (C) The work on the PROJECT is suspended for a period of more than one (1) year; or
- (D) Upon the request of the DSA.

Copies of all original, completed and up to date Form DSA 152 documents and Form DSA 6PI documents shall also be provided to the DISTRICT upon any of the above events.

(v) The INSPECTOR shall immediately return any unapproved documents to the Architect for proper action and notify the DSA if the Contractor proceeds with construction activities in accordance with such unapproved documents.

(vi) All documents required to be submitted to the DSA by the INSPECTOR in accordance with Title 24, PR 13-01 and this AGREEMENT shall also be submitted electronically in accordance with the DSA's approved procedures for the submittal of such documents.

(d) Project Inspection Cards.

(i) The INSPECTOR shall obtain the Project Inspection Cards ("PIC") (Form DSA 152) necessary for the inspection of the PROJECT from the Project Architect/Engineer for the INSPECTOR's use in approving and signing off work as it is completed on the PROJECT. The Inspector shall notify the DSA Regional Office with the construction oversight authority over the PROJECT, by phone and electronically, if construction commences without the INSPECTOR having received the PIC's necessary for the inspection and completion of the PROJECT.

(ii) The INSPECTOR shall complete each PIC as the work progresses pursuant to Title 24, the DSA 152 Manual, PR 13-01 and this AGREEMENT. The INSPECTOR shall not approve and sign off a block or section on a PIC unless the INSPECTOR has verified that: (1) the identified work is in compliance with the DSA approved Construction Documents; (2) all required testing and

special inspections have been completed; (3) any and all deviations from the DSA approved Construction Documents have been resolved; (4) all DSA field trip note issues have been resolved; and (5) all required documentation has been received by the INSPECTOR.

(iii) The INSPECTOR shall post all PIC's in the INSPECTOR's Project File and shall electronically post the PIC's with the DSA as work is being completed on the PROJECT. Electronic posting of the PIC's shall be performed by emailing the PIC's to the DSA Regional Office with the construction oversight authority over the PROJECT. The INSPECTOR shall consistently update the PIC's as work on the PROJECT is being completed. Each time the INSPECTOR updates the PIC's in the INSPECTOR's Project File, the INSPECTOR shall simultaneously update the corresponding PIC posted electronically with the DSA to ensure the PIC's in the INSPECTOR's Project File are current and consistent with the PIC's that are posted electronically with the DSA. The INSPECTOR shall allow any party involved in the construction of the PROJECT to review any PIC at the INSPECTOR's office upon request. The INSPECTOR shall provide a current copy of any PIC to the DSA, the DISTRICT, Project Architect/Engineer or any other state agency upon request.

(iv) The INSPECTOR shall collect copies of the Interim Verified Reports prepared by the Project Architect/Engineer (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the following sections of the PIC's as applicable:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

If the Project Architect/Engineer has delegated responsibility for any portion of the PROJECT's design to other engineers, the INSPECTOR shall likewise obtain copies of the Interim Verified Reports prepared by such engineers (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the above sections of the PIC's as they relate to the portions of the PROJECT that were delegated to the other engineers. In the case of a Geotechnical engineer, the INSPECTOR shall collect a copy of the Interim Verified Report (Form DSA 293) prepared by such Geotechnical engineer as applicable before the INSPECTOR can approve and sign off any of the above sections that relate to the portions of the PROJECT that were delegated to the Geotechnical engineer.

(v) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 291) prepared by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require testing or special inspections by the employees of the Laboratory of Record as required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

(vi) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 292) prepared by any Special Inspector not employed by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require special inspections by such Special Inspectors as required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

(vii) The INSPECTOR shall obtain the original PIC's for the in-plant construction of any relocatable building being placed on the PROJECT site as part of the PROJECT at the time such relocatable building is delivered to the PROJECT site. The INSPECTOR shall post such PIC's in the INSPECTOR's Project File and with the DSA. The INSPECTOR shall also provide the DISTRICT and the Project Architect/Engineer with copies of the PIC's from the in-plant construction of the relocatable buildings that were prepared by the in-plant project inspector.

(viii) The INSPECTOR shall immediately notify the DSA Regional Office with construction oversight authority over the PROJECT, by phone and electronically, if applicable blocks/sections of any PIC have not been signed off by the



INSPECTOR and the Contractor on the PROJECT is proceeding with construction activities that are covering the unapproved work.

(e) Testing and Special Inspections.

(i) The INSPECTOR shall obtain a copy of the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103) from the Project Architect/Engineer prior to the commencement of construction and maintain a copy of the approved DSA 103 form in the INSPECTOR's Project File for the duration of the PROJECT. The INSPECTOR shall thoroughly review and evaluate the approved Form DSA 103 for the PROJECT and be familiar with the required testing and special inspections program required by the DSA approved Construction Documents.

(ii) The INSPECTOR shall meet with the Project Architect/Engineer, DISTRICT and Contractor as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

(iii) The INSPECTOR shall meet with the Laboratory of Record and all Special Inspectors that are not employed by the Laboratory of Record to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents. The INSPECTOR shall verify that the Laboratory of Record and all Special Inspectors obtain copies of the DSA approved Construction Documents and a copy of the approved Statement of Structural Tests and Special Inspections (Form DSA 103) from the DISTRICT prior to the commencement of construction on the PROJECT.

(iv) The INSPECTOR shall verify that each laboratory providing materials/structural testing is approved by the DSA to provide the services being performed by such laboratory in connection with the completion of the PROJECT. The INSPECTOR shall verify that all Special Inspectors employed by the Laboratory of Record are performing under the supervision of the Engineering Manager of the Laboratory of Record. The INSPECTOR shall verify the current certification of all Special Inspectors working on the PROJECT who are not employed by the Laboratory of Record prior to the commencement of any construction work that requires special inspection as required by the DSA approved Construction Documents.

(v) INSPECTOR shall monitor the work of the Laboratory of Record and all Special Inspectors who are not employed by the Laboratory of Record to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The INSPECTOR shall verify that all necessary tests and special inspections are completed and that all necessary reports are collected by the INSPECTOR and posted in the INSPECTOR's Project File and posted electronically with the DSA prior to the

start of the construction work requiring such test and/or special inspections and prior to the INSPECTOR signing off or otherwise approving any block/section of a PIC that requires testing and/or special inspection according to the DSA approved Construction Documents.

(vi) Copies of all daily inspection reports, special daily inspection reports, Interim Verified Reports, Verified Reports and any other reports related to the testing and special inspections performed on the PROJECT, pursuant to the DSA approved Construction Documents, shall be maintained in the INSPECTOR's Project File throughout the duration of the PROJECT. The INSPECTOR shall verify that all testing and special inspection related reports are posted electronically with the DSA by the responsible parties. The INSPECTOR shall notify the DISTRICT, in writing, if any of the above reports are not promptly submitted to the INSPECTOR and posted with the DSA by the responsible parties.

(f) Inspector's Semimonthly Reports. The INSPECTOR shall keep the architect or registered engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required in Section 4-342 of Title 24 of the California Code of Regulations. See also sample of semimonthly report in Appendix of Title 24 of the California Code of Regulations.

(g) Inspector's Daily Report to District. The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting daily reports in writing to the DISTRICT. Such reports shall include, but not be limited to, the following information:

(i) Activities performed by the Contractors, and areas where work is performed with relation to the plans and specifications.

(ii) Manpower assigned to the Contractor and subcontractor(s), including the number of individuals in each trade and the type of work being performed.

(iii) Weather conditions.

(iv) Equipment and materials delivered to the site.

(v) Construction equipment and vehicles utilized and duration on PROJECT.

(vi) Nature and location of the work being performed (starting and completion dates for various portions of the work).

(vii) Verbal communication and clarifications of the work given to the Contractor awarded the PROJECT.

(viii) Inspection by representatives of regulatory agencies.

- (ix) Occurrences or conditions that might affect Contract Sum or Contract Time.
- (x) INSPECTOR's record journal to include "Pertinent Calls" relating to conflicting issues regarding changes to documents, i.e., plans, specifications, change orders and job conditions affecting the interests of the DISTRICT.
- (xi) Any work or material in place that does not correspond with the codes, drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
- (xiii) Times of day INSPECTOR was present on site.
- (h) Notifications to Division of the State Architect. The INSPECTOR shall notify the Division of the State Architect:
  - (i) When work is started on the PROJECT.
  - (ii) At least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms.
  - (iii) At least 48 hours in advance of the first pour of concrete.
  - (iv) When work is suspended for a period of more than two weeks.
- (i) Construction Procedure Records. The INSPECTOR shall keep a record of certain phases of construction procedure including, but not limited to, the following:
  - (i) Concrete pouring operations. The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.
  - (ii) Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.
  - (iii) Penetration under the last ten (10) blows for each pile when piles are driven for foundations.

All records of construction procedure shall be kept on the job until the completion of the work. All records kept by the INSPECTOR arising out of or in any way connected with the PROJECT shall be and remain the property of the DISTRICT. At the end of each individual PROJECT, the INSPECTOR shall provide to the

DISTRICT with all PROJECT documentation in a professional format, both in binders and on a computer CD.

A complete and accurate copy of all records kept or created by the INSPECTOR arising under or connected in any way to the PROJECT shall be furnished by the INSPECTOR to the DISTRICT immediately upon written demand by the DISTRICT.

- (j) Deviations. The INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to his/her attention. Copies of such notice shall be forwarded immediately to the architect or registered engineer, and to the Division of the State Architect.

Failure on the part of the INSPECTOR to notify the contractor of deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by his/her contract in accordance with the approved plans and specifications and all laws and regulations.

- (k) Verified Reports. The INSPECTOR shall make and submit to the Division of the State Architect verified reports pursuant to Section 3-342 of Title 24 of the California Code of Regulations. The INSPECTOR shall prepare and deliver to the Division of the State Architect detailed statements of fact regarding materials, operations, etc., when requested.

- (l) Violations. Failure, refusal, or neglect on the part of the INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal, or neglect to report immediately, in writing, any such violation to the architect or registered engineer, to the school board, and to the Division of the State Architect shall constitute a violation of the Field Act and shall be cause for the Division of the State Architect to take action.

(D) Insurance. The INSPECTOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect the INSPECTOR and DISTRICT from claims which may arise out of or result from the INSPECTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- (1) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, in no event shall such policy limit be less than \$1,000,000.00.

(2) Comprehensive general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury and property damage liability per occurrence, including:

- a. Owned, non-owned and hired vehicles at cash value;
- b. Blanket contractual;
- c. Broad form property damage;
- d. Products/completed operations; and
- e. Personal injury.

(3) Professional liability insurance, including contractual liability, with limits of One Million Dollars (\$1,000,000), per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that INSPECTOR subcontracts any portion of INSPECTOR's duties, INSPECTOR shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

(4) Each policy of insurance required in Section D(2) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of the INSPECTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. The INSPECTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the INSPECTOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the INSPECTOR fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of the INSPECTOR, and in such event, the INSPECTOR shall reimburse DISTRICT upon demand for the cost thereof.

(E) Compensation. The DISTRICT shall pay compensation to the INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A" to this AGREEMENT unless otherwise set forth in a PROJECT ASSIGNMENT AGREEMENT for a particular portion of the PROJECT.

(F) The INSPECTOR agrees to discharge the duties as set out in this contract in a manner satisfactory to the Division of the State Architect and the Architect retained by the DISTRICT.

(G) Termination. This AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the

other party in the event of a substantial failure of performance by such other party, including insolvency of the INSPECTOR; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT or any individual portion thereof.

- (1) In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the INSPECTOR for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, as applicable, consideration shall be given to both completed work and work in process of completion and other documents whether delivered to the DISTRICT or in the possession of the INSPECTOR. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased inspection and replacement inspector costs shall be deducted from payments to the INSPECTOR.
- (2) In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Paragraph (G)(3) below, and INSPECTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by INSPECTOR.
- (3) This AGREEMENT or any PROJECT ASSIGNMENT AGREEMENT, may be terminated without cause by DISTRICT upon fourteen (14) days written notice to INSPECTOR. In the event of a termination without cause, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the INSPECTOR for Board approved extra services.
- (4) In the event the INSPECTOR is terminated, with or without cause, the INSPECTOR shall personally provide all the original PIC's prepared or obtained by the INSPECTOR in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original PIC's must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the INSPECTOR's termination. Under no circumstances shall the INSPECTOR withhold any original PIC's related to the PROJECT upon the INSPECTOR's termination. The INSPECTOR shall be responsible for any delays on the PROJECT that arise out of the INSPECTOR's failure to provide the original PIC's to the assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the INSPECTOR's termination, the

INSPECTOR shall provide copies of all current PIC's in the INSPECTOR's Project File to the DISTRICT along with all other documents detailed in Section (C)(2)(c) of this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, as applicable.

- (5) In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, the INSPECTOR agrees to continue the work diligently to completion. If the dispute is not resolved, the INSPECTOR agrees it will neither rescind the AGREEMENT or any individual PROJECT ASSIGNMENT AGREEMENT, nor stop the progress of the work, but the INSPECTOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.
- (6) THE DISTRICT AND INSPECTOR UNDERSTAND AND AGREE THAT SECTION (G) OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS PART OF ANY PROJECT ASSIGNMENT AGREEMENT BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

(H) Hold Harmless. To the fullest extent permitted by law, the INSPECTOR agrees to indemnify, defend and hold the DISTRICT entirely harmless from all liability arising out of:

- (1) Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to the INSPECTOR's employees or the INSPECTOR's subcontractor's employees arising out of INSPECTOR's work under this AGREEMENT; and
- (2) General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by the INSPECTOR or any person, firm or corporation employed by the INSPECTOR related to, founded upon or in connection with this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;
- (3) Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the INSPECTOR, or any person, firm or corporation employed by the INSPECTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not

for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

- (4) Business Automobile Liability. Liability for bodily injury or property damage claims arising out of the use of owned, hired, or non-owned automobiles operated by the INSPECTOR, its officers, agents, employees or anyone employed by the INSPECTOR, in connection with work performed under this AGREEMENT.
- (5) INSPECTOR, at INSPECTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees on account of or founded upon any of the causes, damages or injuries identified herein Section (H) and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
- (6) THE PARTIES UNDERSTAND AND AGREE THAT SECTION (H) OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT OR PART OF ANY PROJECT ASSIGNMENT AGREEMENT OR OTHERWISE INCLUDED IN THE CONSULTANT'S TERMS AND CONDITIONS SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.
- (7) ANY ATTEMPT TO LIMIT THE INSPECTOR'S LIABILITY TO THE DISTRICT IN ANY SUBSEQUENTLY EXECUTED PROJECT ASSIGNMENT ORDER(S) SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE INSPECTOR.

(I) Independent Contractor. INSPECTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. The INSPECTOR understands and agrees that INSPECTOR and all of INSPECTOR's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The INSPECTOR assumes the full responsibility for the acts and/or omissions of the INSPECTOR's employees or agents as they relate to the services to be provided under this AGREEMENT. The INSPECTOR shall assume full responsibility for payment of all prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective INSPECTOR's employees.

(J) Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or the INSPECTOR.

(K) The DISTRICT and the INSPECTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this



AGREEMENT with respect to the terms of this AGREEMENT. The INSPECTOR shall not assign this AGREEMENT.

(L) This AGREEMENT shall be governed by the laws of the State of California.

(M) Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and INSPECTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the INSPECTOR.

(N) THIS AGREEMENT AND ALL PROJECT ASSIGNMENT AGREEMENTS SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE INSPECTOR. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" OR PART OF ANY SUBSEQUENTLY EXECUTED PROJECT ASSIGNMENT AGREEMENT SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT OR AND PROJECT ASSIGNMENT AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE INSPECTOR SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT OR ANY SUBSEQUENTLY EXECUTED PROJECT ASSIGNMENT AGREEMENTS. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE INSPECTOR MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" OR A PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 1 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE INSPECTOR'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

(O) Time is of the essence with respect to all provisions of this AGREEMENT.

(P) This AGREEMENT will be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguities with respect to, any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

(Q) If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

(R) All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by this reference as though fully set forth in each instance in the text hereof unless otherwise excluded by this AGREEMENT.

(S) This AGREEMENT or any subsequently executed PURCHASE ASSIGNMENT AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

(T) Assignment. INSPECTOR shall not assign or transfer this AGREEMENT or any interests of INSPECTOR herein without the prior written approval of the DISTRICT. Any such attempt by the INSPECTOR to assign or transfer this AGREEMENT or any of the INSPECTOR's interests set forth herein without the DISTRICT's written approval shall be void and shall be given no force or effect. No individual person assigned to provide the services hereunder for the PROJECT may be changed or substituted without the prior written consent of the DISTRICT. Such consent may be given or withheld in the DISTRICT's absolute discretion.

(U) Administration. The INSPECTOR shall produce, or shall hire the necessary independent contractors and/or consultants needed to produce, a clerically smooth product for the DISTRICT and for the INSPECTOR's routine correspondence with the DISTRICT. These clerical services shall be provided at no additional expense to the DISTRICT.

(V) Conflict of Interest. The INSPECTOR hereby represents, warrants and covenants that: (i) at the time of execution of this AGREEMENT, the INSPECTOR has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of services under this AGREEMENT; and (ii) the INSPECTOR shall not employ in the performance of services under this AGREEMENT any person or entity having such an interest.

***(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)***

The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

INSPECTOR:  
The Vinewood Company

DISTRICT:  
Cerritos Community College District

By: *Howard E. Mason Jr*  
*Managing Member*  
*Principal In Charge*

By: *[Signature]*  
\_\_\_\_\_

**EXHIBIT "A"**

(Fill in Applicable Rates Below or Attach Inspector's Proposal, if any, for Rates and/or Additional Basic Services)

<b><u>INSPECTOR CERTIFICATION</u></b>	<b><u>HOURLY</u></b>
PROJECT INSPECTOR CLASS 1	<b>\$72.50</b>
PROJECT INSPECTOR CLASS 2	<b>\$67.50</b>
PROJECT INSPECTOR CLASS 3	<b>\$62.50</b>

**FROM:** \_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:** \_\_\_\_\_  
Dr. Adriana Flores-Church  
Vice President of Human Resources  
Assistant Superintendent

**PREPARED BY:** \_\_\_\_\_  
Ms. Nancy Buvinger  
Director of Human Resources  
and Risk Management

<b>SUBJECT:</b> <b>Consideration of Ratification of Employee Resignations (Including Separations and Retirements) Accepted by the President/Superintendent</b>
--

**ACTION**  
It is recommended that the Board of Trustees ratify the attached list of resignations accepted by the President/Superintendent according to Board Policy 7350.

**FISCAL IMPACT**  
No fiscal impact.

**REPORT SUMMARY**  
The employees included on the attached list have given notice of their separation from employment. The Office of Human Resources Services received the notices and informed the President. The President accepted the resignations and provided written notification to each employee in accordance with Board Policy 7350.

**NOTICING REQUIREMENTS**  
None is required beyond posting of this item on the agenda.

**ATTACHMENT(S)**  
Employee Resignations (Including Separations and Retirements) Accepted by the President

**EMPLOYEE RESIGNATIONS (INCLUDING SEPARATIONS AND  
RETIREMENTS) ACCEPTED BY THE PRESIDENT  
Board Policy 7350**

<u>Name</u>	<u>Department</u>	<u>Classification</u>	<u>Effective Date</u>
1) Valencia, Sophia	Counseling	Administrative Clerk II	8/10/2018

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **August 15, 2018**

**Agenda Item No. 21**

**FROM:**

\_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:**

\_\_\_\_\_  
Dr. Adriana Flores-Church  
Vice President of Human Resources  
Assistant Superintendent

**PREPARED BY:**

\_\_\_\_\_  
Ms. Nancy Buvinger  
Director of Human Resources  
and Risk Management

<p><b>SUBJECT:        Consideration of Approval of Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for 2018-2019 Academic Year</b></p>
--

**ACTION**

It is recommended that the Board of Trustees approve the employment of temporary and/or substitute hourly faculty personnel as needed for the 2018-2019 academic year and as presented on the attached list.

**FISCAL IMPACT**

No additional financial effect. This is budgeted in the General Fund.

**REPORT SUMMARY**

The attached list of Temporary and/or Substitute Hourly Faculty Personnel is submitted for approval of employment.

The Office of Human Resource Services has received and completed the processing of employment request forms for the employment of temporary and/or substitute hourly faculty personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resource Services cleared the individuals for employment.

**NOTICING REQUIREMENTS**

None is required beyond posting of this item on the agenda.

**ATTACHMENT(S)**

Employment of Faculty, Temporary Part-Time 2018-2019 Academic Year

**FACULTY: TEMPORARY PART-TIME  
2018-2019 ACADEMIC YEAR**

**I. ADULT EDUCATION & DIVERSITY PROGRAMS**

<b>Part-Time Instructors</b>			<b>Salary</b>	
<b><u>Name</u></b>	<b><u>Status*</u></b>	<b><u>Discipline</u></b>	<b><u>Placement**</u></b>	<b><u>Rate</u></b>
Bonakdar, Mehrdad	RE	Preparatory Math	6BM	78.56
Cardona, Rudolfo	RE	Citizenship	6BD	81.30
Castro, Julio	RE	GED A	1BB	60.43
Chavez De Vasquez, Ana	RE	GED B	6BM	78.56
Correa, Rosario	RE	Occupational Prep: GED	4AM	72.98
Edrosa, Ed	RE	PDCA Apprenticeship	2BM	66.04
Escalera, Claudia	NH	Adult Education	1AB	60.43
Esquer, Joe	RE	PDCA Apprenticeship	6BB	75.89
Esquerra, Robert	RE	PDCA Apprenticeship	1BB	60.43
Fragoso, Manuel	RE	ESL; VESL	4AB	70.52
Garner, Jacqueline	RE	Adult Education Counseling	4DM	55.84
Iachetta, Carolyne	RE	GED Literacy, Spanish	3AB	67.16
Jackson, Michael	RE	Stress Management/OWL	6BB	75.89
Jones, Anthony	RE	PDCA Apprenticeship	1BB	60.43
Khalil, Ragaa	RE	Occupational Prep Arabic	3BB	67.16
Layne, Jonathan	RE	Stress Management/OWL	3AB	67.16
Leguizamon-Tunnell, Claudia	RE	ESL	6BB	75.89
Levy, Elijah	RE	Topics for Seniors/OWL	6BD	81.30
Lopez, Alejandro	RE	Occupational Prep	6BB	75.89
Lozano, Jorge	RE	Citizen/Occ. Prep, ESL, OWL	6BB	75.89
Mansell, Bonnie	RE	Occ Prep Creative Writing	6BB	75.89
Maris-Gramajo, Edgar	RE	Occupational Prep Citizenship	2BB	63.81
Martinez, Daryabuth	RE	Citizenship	1BB	60.43
Mondaca, Frances	RE	ESL	6BM	78.56
Morrison, Anna	RE	College Eng 1 Skills, Testing	6AM	78.56
Nava, Dolores	RE	GED A	6BM	78.56
Nunez, Maria	RE	ESL	6BM	78.56
Nunez, Norberto	RE	ESL, Prep Math, Testing	6BB	75.89
Ochoa, Lorena	RE	Adult Education Counseling	4DM	55.84
Ortiz, Lorena	RE	Prep Math; Testing	6BM	78.56
Pedroza, Art	RE	Apprenticeship	5BM	76.63
Perez Juarez, Marcela	RE	VESL	3AB	67.16
Perez Martinez, Moises	RE	Citizenship	2AM	66.04
Ramos, Maria	RE	GED A Spanish VESL	6BM	78.56



Rios, Hugo	RE	GED	6BB	75.89
Rosales, Israel	RE	GED A & B	3AB	67.16
Samel, Chrysha	RE	PreGED Math/GED B	5AM	76.63
Sanchez, Marisol	RE	Adult Education	6BB	75.89
Sanchez, Sandra	RE	ESL	6BM	78.56
Takeuchi, Kevin	RE	Prep Math	6BM	78.56
Tucker, Jazmine	RE	ESL	6BM	78.56
Valdivia, Luis	RE	PDCA Apprenticeship	3BB	67.16
Van Herk, Tracy	RE	Stress Management/OWL	6BM	78.56
Vasilik, Rick	RE	Occupational Prep Auto	6BB	75.89

## II. BUSINESS ED/HUMANITIES/SOCIAL SCIENCES

<b>Part-Time Instructors</b>				<b>Salary</b>
<b><u>Name</u></b>	<b><u>Status*</u></b>	<b><u>Discipline</u></b>	<b><u>Placement**</u></b>	<b><u>Rate</u></b>
Gossett, DeAnna	RE	Business Administration	1AM	62.55
Kornikov, Alexander	NH	Accounting/Finance	1AD	64.74
Mishler, Kathertine	RE	Women's Studies	2AM	66.04
Molina, Joe	RE	Business Administration	1AM	62.55
Sayed, Donna	RE	Business Administration	1AM	62.55
Yang, Wayne	NH	Anthropology	1AM	62.55

## III. FINE ARTS/COMMUNICATIONS

<b>Part-Time Instructors</b>				<b>Salary</b>
<b><u>Name</u></b>	<b><u>Status*</u></b>	<b><u>Discipline</u></b>	<b><u>Placement**</u></b>	<b><u>Rate</u></b>
Acuna, Robert	RE	Art & Design	4AM	72.98
Bersaglieri, Andrea	RE	Art & Design	6BM	78.56
Buck, Peter	RE	Music	1BM	62.55
Calderwood, Andrea	RE	Music	1BM	62.55
Calvert, Joe	RE	Music	1BD	64.74
Carroll, Don	RE	Music	6BD	81.30
Chartier, Renee	RE	Photography	3AM	69.51
Chen, Johanna	RE	Music	6BM	78.56
Cramer, Joe	RE	Ceramics	4AM	72.98
Crone, Cameron	RE	Art & Design	6AM	78.56
Da Silva, Paul	RE	Music	6BM	78.56
Dillon, Rhonda	RE	Music	6BM	78.56
Dimond, Theresa	RE	Music	6BM	78.56
Edquist, Alicia	RE	Journalism	3BM	69.51
Emmett, Karen	RE	Photography	6BM	78.56
Figueriedo, Virginia	RE	Music	1BD	64.74
Flanders, Mark	RE	Photography	6BM	78.56
Gill, Stephanie	RE	Art & Design	3AB	67.16

Goldsmith, Meredith	RE	Art History	1AM	62.55
Gonzalez, Anthony	RE	Ceramics	2AB	63.81
Harrison, Andrew	RE	Music	1BD	64.74
Harrison, Laura	RE	Music	1BD	64.74
Hartl, Forrest	RE	Theatre	6BM	78.56
Higgins, Michael	RE	Music	3AM	69.51
Immel, Ralph Conrad	RE	Music	6BM	78.56
Inouye, Fang-Fang	RE	Music	6BD	81.30
Isaacs, David	RE	Music	6BM	78.56
Karshmer, Avraham	RE	Film	3AM	69.51
Kuo, Alison	RE	Art & Design	4AM	72.98
Lee, Sungae	RE	Music	6BD	81.30
Lock, Bradley	RE	Theatre	6BM	78.56
Lopez, Rosalie	RE	Art & Design	2BM	66.04
Martinez, Efrain	RE	Art & Design	3BM	69.51
Miner, Samantha	RE	Art & Design	3AM	69.51
Mitchell, Kathryn	RE	Music	1BM	62.55
Pacier, Phillip	RE	Music	2AM	66.04
Phelps, Jennifer	RE	Art & Design	2AM	66.04
Phillips, Lyndsay	RE	Art History	2BM	66.04
Piotrowski, Casey	RE	Theatre	6BB	75.89
Prell, Jerry	RE	Theatre	5BM	76.63
Robinson, Donna	RE	Ceramics	3BM	69.51
Russell, Bruce	RE	Music	6BM	78.56
Salazar, Guillermo	RE	Art & Design	2AM	66.04
Sanchez, Alejandro	RE	Photography	6AM	78.56
Schreiner, Greg	RE	Music	6BM	78.56
Schweitzer, Keren	RE	Music	4BD	75.54
Schwenkmeyer, Karen	RE	Photography	6BM	78.56
Simmons, Jim	RE	Music	6BM	78.56
Sneed, Holly	RE	Theatre	6BM	78.56
Stoltz, Michael	RE	Film	2AM	66.04
Torres, Martin	RE	Music	6BM	78.56
Tran, Bidy	RE	Art & Design	4AM	72.98
Tsai, Tammy	RE	Music	6BM	78.56
Turowski, Kamil	RE	Film	2AM	66.04
Wahlquist, Lana	RE	Theatre	6AM	78.56
Walton, Etta	RE	Theatre	6BM	78.56
Ward, Dave	RE	Theatre	6BM	78.56
Weiss, Tracy	RE	Ceramics	6BM	78.56

#### IV. HEALTH OCCUPATIONS

##### Part-Time Instructors

<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Salary Placement**</u>	<u>Rate</u>
Burnham, Cynthia	RE	Nursing	6BM	78.56
Christiason, Eric	RE	Nursing	6BB	75.89
Doshi, Grishma	RE	Nursing	4AM	72.98
Holmes, Carolyn	RE	Nursing	6BM	78.56
Macwan, Angie	RE	Nursing	6BB	75.89
Mejia, Elizabeth	NH	Nursing	1AB	60.43
Quaco, Rachel	NH	Nursing	1AB	60.43

#### V. LIBERAL ARTS

##### Part-Time Instructors

<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Salary Placement**</u>	<u>Rate</u>
Acosta-Licea, Jennifer	RE	Speech	6BM	78.56
Aguirre, Geoffrey	RE	English	5AD	79.32
Ali, Jawad	NH	English	1AM	62.55
Alterbarmakian, Tamar	RE	English	4AM	72.98
Amano-Tompkins, Tommy	RE	English	5AM	76.63
Andreacchi, Bart	RE	English	4AM	72.98
Applegate, Elisabeth	RE	English	2AM	66.04
Asis, Brian	RE	English	6BM	78.56
Avalos, Bethany	RE	English	2BM	66.04
Ayala, Eduardo	NH	Speech	1AM	62.55
Bailey, Kathryn	RE	French	6BD	81.30
Bair, Richard	RE	ESL	4AM	72.98
Baker, John	RE	English	6BM	78.56
Benitez-Whitney, Melanie	RE	Speech	4AM	72.98
Berry, Pat	RE	ESL	6BM	78.56
Bielik, Nicholas	RE	English	6BM	78.56
Blake, Lesley	RE	English	5BM	76.63
Brashear, Nelly	RE	English	3AM	69.51
Brown, Charles	NH	English	1AM	62.55
Buzatu, Ana Maria	RE	Spanish	2BM	66.04
Carney, Danielle	RE	English	6BM	78.56
Carrell, Ken	RE	Speech	5AM	76.63
Castellanos, Ralph	RE	Speech	3AM	69.51
Cepeda, Michelle	RE	English	6BM	78.56
Chao, Iris	RE	English	6AM	78.56
Chatman, Lynne	RE	English	6BM	78.56
Cifuentes, Otto	RE	Spanish	6BM	78.56

Coriaty, Raymond	RE	English	6BD	81.30
Correa, Rosario	RE	Spanish	4AM	72.98
Cristin, Sara	RE	English	2BM	66.04
Crozier, Judith	RE	English	6AM	78.56
Crum, Anjanette	RE	English	6BM	78.56
Cuesta, Yolanda	RE	Spanish	6BM	78.56
Curva, Abel	NH	Speech	1AM	62.55
DeFrance, Robert	RE	English	5AM	76.63
Deon, Letitia	RE	English	4BM	72.98
Dongell, Robert	RE	English	6BM	78.56
Douglas, Jeffrey	RE	English	2AM	66.04
Flores-Salcido, Dhalia	RE	Reading	6BM	78.56
Forsythe, Christopher	RE	Speech	3AM	69.51
Garcia, Fatima	RE	Spanish	3BM	69.51
Garcia, John	RE	English	6AM	78.56
Gigliotti, Dana	RE	Reading	6BM	78.56
Gil, Nicholas	RE	English	4BM	72.98
Gonzalez, Rebecca	NH	Speech	1AM	62.55
Graham, Ashley	RE	Speech	3BM	69.51
Granillo, Christine	RE	English	3AM	69.51
Guevara, Daniela	NH	ESL	1AM	62.55
Hall, Avery	RE	Reading	6BD	81.30
Hammond, Robert	RE	English	2BM	66.04
Hanniff, Brooke	RE	Speech	6BM	78.56
Harper-Johnson, Paula	RE	ASL	6BM	78.56
Hernandez, Irma	RE	Spanish	6BM	78.56
Hernandez, Wesley	RE	Speech	2AM	66.04
Hicks, Sarah	RE	English	4BM	72.98
Hitch, Ryan	RE	English	3AM	69.51
Hulett, Olivia	RE	English	4AM	72.98
Hyer, Mark	RE	English	1BM	62.55
Jalloh, Katrina	RE	English	6AM	78.56
Jean-Pierre, Shani	RE	English	3BM	69.51
Journeay, Jessica	RE	Speech	2BM	66.04
Kane, John	RE	Reading	6BM	78.56
Krulic, James	RE	English	6BM	78.56
Kurogi, Tamlyn	NH	Speech	1AM	62.55
La Breau, Katie	RE	Speech	6AM	78.56
La Porta, Michelle	RE	English	6BM	78.56
Lamas, Catherine	RE	English	3AM	69.51
Larsen, Tomoko	RE	Foreign Languages - Japanese	2AM	66.04
Lefebvre, Lyndsey	RE	English	6BM	78.56
Leis, Corey	RE	English	5AM	76.63
Linares, Manuel	RE	Spanish	3AM	69.51

Lopez, Alixandria	NH	Speech	1AM	62.55
Ludvigsen, Lindsay	RE	English	6AM	78.56
Manshour, Marjan	RE	Reading	6BM	78.56
Maravilla, Rudith	RE	English	4AM	72.98
Masters, Dee	RE	English	2BM	66.04
Mata, Chimene	RE	English	6BM	78.56
McLaughlin, Patrick	RE	Reading	6BM	78.56
Michelotti, Andrea	RE	ASL	6BM	78.56
Milinich, Mark	RE	English	6BD	81.30
Miranda, Veronica	RE	English	6AM	78.56
Mochizuki, Steve	RE	Japanese	6BM	78.56
Montenegro, Desiree	RE	Speech	2AM	66.04
Moran, Jose Ricardo	RE	Spanish	1BM	62.55
Morford, Virginia	RE	ASL	2AM	66.04
Morrison, Anna	RE	English	6AM	78.56
Nava, Michelle	RE	English	5BM	76.63
Navarro, Adam	RE	Speech	2BM	66.04
Navarro, Blanca	RE	Spanish	5BM	76.63
Nave, Marquis	RE	English	6BM	78.56
Nguyen, Christina	RE	Speech	6AM	78.56
Nia, Halleh	RE	Speech	3AM	69.51
Nicolas, Jean Pierre	RE	French	6BM	78.56
Nishimura, Mark	RE	English	6BM	78.56
Orr, Alyesse	RE	English	3BM	69.51
Panto, Danielle	RE	English	5AM	76.63
Politanoff, Ashton	RE	English	3AM	69.51
Powell-Martin, Laura	RE	English	4AM	72.98
Reeves, Mallory	RE	English	5BM	76.63
Rehm, David	RE	Speech	3AM	69.51
Renteria, Robert	RE	Reading	6BM	78.56
Reyes, Amanda	RE	English	4AM	72.98
Robles, Andrew	NH	English	1AM	62.55
Rodriguez, Philip	RE	English	6BD	81.30
Rouhi, Samaneh	RE	ESL	3BM	69.51
Russell, Christy	RE	English	6BM	78.56
Salgado, Martin	RE	English	2BM	66.04
Salim, Faryha	RE	Speech	6BM	78.56
Sarekhani, Ryan	RE	English	5AM	76.63
Smith, Harold	RE	Reading	6BM	78.56
Smith, Sean	RE	English	6BM	78.56
Spradlin, Nancy	RE	ESL	6BM	78.56
Stammler, Courtney	NH	English	2AM	66.04
Stanfield, Scott	RE	English	6BD	81.30
Stansbury, Deanna	RE	English	5AM	76.63

Stavast, John	RE	English	6BM	78.56
Tamayo, Kristin	RE	English	2BM	66.04
Tilley, Gerald	RE	Reading	6BM	78.56
Toomey, Adrian	RE	Speech	6BM	78.56
Torres-Guimaraes, Nancy	RE	English	4BM	72.98
Trujillo, Yolanda	RE	Spanish	6AM	78.56
Tucker, Jazmine	RE	Reading	6BM	78.56
Vanciu, Alina	RE	English	6BM	78.56
Vang, Burlee	RE	English	4BM	72.98
Vejar, Irma	RE	Spanish	6BM	78.56
Wagner, Helene	RE	Speech	6BM	78.56
Walker, Christine	RE	English	2AM	66.04
Walsh, Wendy	RE	English	6BM	78.56
Watnik, Webster	RE	English	6BM	78.56
Whynaught, Jeffrey	RE	English	3AM	69.51
Williams, Roberta	RE	Reading	4AM	72.98
Wu, Danette	RE	English	4BM	72.98
Yang, Ruixue	RE	Reading	6BM	78.56
Zamora, Victor	RE	English	3AM	69.51
Zumaeta, Haydee	RE	Spanish	6BM	78.56

## VI. PHYSICAL EDUCATION

### Part-Time Instructors

<b><u>Name</u></b>	<b><u>Status*</u></b>	<b><u>Discipline</u></b>	<b><u>Salary Placement**</u></b>	<b><u>Rate</u></b>
Allen, Michael	RE	Athletics	6AM	78.56
Berney, Daniel	RE	Dance	6BM	78.56
Cabag, Valerie	RE	Dance	6BM	78.56
Cable, Brian	RE	Athletics	6BM	78.56
Calderon, Quinn	RE	Athletics	1BB	60.43
Carizzi, Michael	RE	Kinesiology	2AM	66.04
Castro, Maria	RE	Kinesiology; Health	5BM	76.63
Celis, Joseph	RE	Kinesiology PE; Health	1BM	62.55
Chan, Judy	RE	Physical Education	6BB	75.89
Christou, Dayna	RE	Physical Education	6BB	75.89
Cole, Phoenix	RE	Dance	6BM	78.56
Coliflores, Vicmar	RE	Health; PE; Kinesiology	6BM	78.56
Fritzler, Amythyst	RE	Physical Education Health	3BM	69.51
Gould, Eric	RE	Athletics; Physical Education	6BM	78.56
Gracia-Iris, Holly	RE	Athletics; Physical Education	2BM	66.04
Haley-Peaslee, Denise	RE	Health; PE; Kinesiology	6BM	78.56
Hammond, Jamie	RE	Physical Education	6BM	78.56
Hendrix, Jeffrey	RE	Dance	5AM	76.63
Kingsbury, Deanna	RE	Athletics, Kinesiology	2AM	66.04

Lim, Jae Chun	RE	Health; PE; Kinesiology	1BM	62.55
Luna, Mercedes	RE	Health; Kinesiology; PE	6AM	78.56
Marquez, Octavio	RE	Athletics; Physical Education	2BB	63.81
Muagututia, Halakilangi	NH	Athletics	1AM	62.55
Murray, Orlin	RE	Athletics	6BM	78.56
Nguyen, Long	RE	Kinesiology	6BD	81.30
Ortiz, Tito	RE	Athletics; Physical Education	6BM	78.56
Ramos, Bryan	RE	Health; Athletics; PE; Kines.	5AM	76.63
Ramsaur, Hal Stephens	RE	Athletics	1BM	62.55
Roberts, Katelyn (Bos)	RE	Kinesiology; Health; PE	4AM	72.98
Roman, Dorcas	RE	Dance	2BM	66.04
Rosa, Steve	RE	Dance	4AM	72.98
Sweet, Beverly	RE	Health; Kinesiology	6BM	78.56
Velazquez, Maria	RE	Physical Ed; Kinesiology	6BM	78.56
Wagner, Alycia	RE	Athletics; Kinesiology, PE	3AM	69.51
Waider, Petja	RE	Physical Ed; Kinesiology	6BM	78.56
Wikert Hoag, Rhonda	RE	Physical Education; Health	6BM	78.56
Zamora, Hector	RE	Athletics; PE; Health; Kines.	5AM	76.63

## VII. SCIENCE, ENGINEERING AND MATHEMATICS

### Part-Time Instructors

<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Salary Placement**</u>	<u>Rate</u>
Aguilar Bastida, Rocio	RE	Mathematics	1AM	62.55
Alavian, Masoud	RE	Computer Info Systems	6BM	78.56
Burniston, Mark	RE	Mathematics	4AM	72.98
Chen, Kevin	RE	Chemistry	1BD	64.74
Davis, Richard	RE	Computer Info Systems	6BM	78.56
Dellaca, Roger	RE	Computer Science; CIS	6BD	81.30
Do, Mina	RE	Mathematics	2AM	66.04
Ford, Bradley	RE	Computer Info Systems	6BM	78.56
Harris, Linda	RE	Biology	6BM	78.56
Hayter, Joshua	RE	Computer Science; CIS	1BM	62.55
Hohly, Margaret	RE	Computer Info Systems	6BM	78.56
Huynh, Hubert	RE	Computer Science; CIS	3AM	69.51
James, Jolene	RE	Computer Science; CIS	5BM	76.63
Konesfky, Bob	RE	Computer Info Systems	2BM	66.04
Laredo, Nora	RE	Computer Info Systems	6BB	75.89
Lei, Li	RE	Mathematics	1BM	62.55
Martinez, Ivann	RE	Biology	3BD	71.94
Mastro, Edwin	RE	Biology	6BM	78.56
Nance, Wesley	RE	Computer Info Systems	6BM	78.56
Ngiumdjou, Emmanuel	RE	Mathematics	6BM	78.56
Ngo, Hai	RE	Mathematics	6AM	78.56

Nguyen, Hanh	NH	Chemistry	1AM	62.55
Niu, Kun (Emma)	RE	Mathematics	3BM	69.51
Patra, Sigma	NH	Physics	1AM	62.55
Pham, Ann	RE	Mathematics	6BM	78.56
Sullivan, Scott	RE	Engineering	1AD	64.74
Takahashi, Gloria	RE	Biology	6BM	78.56
Tran, Henry	RE	Computer Info Systems	6AM	78.56
Tran, Le	RE	Mathematics	6BM	78.56
Whitney, Donald	RE	Computer Science; CIS	6BB	75.89
Woolever, James	RE	Computer Info Systems	6BM	78.56

## VIII. TECHNOLOGY

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Bittner, Matthew	NH	Automotive Mechanical	1AB	60.43
Huerta, Victor	RE	Welding	1AB	60.43
Rogers, Corinne	NH	Cosmetology	1AB	60.43
Tedtaotao, Dean	NH	Automotive Mechanical	1AB	60.43

## IX. STUDENT SERVICES - COUNSELING

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Alvarado, Joanna	RE	Calworks; International	3DM	53.95
Anang, Yuhaniz	RE	Counseling	4DM	55.84
Beckman, Meri	RE	Counseling	4DD	57.80
Bhutia, Azeb	NH	CalWORKs Counseling	1CD	52.13
Blod, Lisa	RE	CalWORKs Counseling	4DM	55.84
Bobadilla, Lizett	RE	EOPS/CARE Counseling	2CM	52.13
Borin, Eric	RE	DSPS Counseling	1DD	52.13
Boudreau, Debbie	RE	Counseling	4DM	55.84
Brooks, Steven	RE	EOPS Instructor	2AM	66.04
Brooks, Steven	RE	EOPS/CARE Counseling	4DM	55.84
Camacho, Juan	NH	CalWORKs Counseling	1CM	50.37
Chew, Harvey	RE	Counseling	2CM	52.13
Cutkomp, Jeff	RE	Counseling	3CM	53.95
Embry, Bernice	RE	Counseling	3CM	53.95
Franco, Ramon	RE	Counseling	3CM	53.95
Fujii, Allison	RE	Career Services Counseling	4DM	55.84
Gaines, Kenneth	RE	Counseling	4DM	55.84
Gambala, Mark	RE	Counseling	3DM	53.95
Gamez, Blanca	NH	CalWORKs Counseling	1CM	50.37
Loera, Claudia	RE	Counseling	4DM	55.84



Macias, Dora	RE	International Counseling	4DM	55.84
Majano, Natasha	RE	Counseling	3CM	53.95
Maravilla, Carmen	RE	EOPS/CARE Counseling	3CM	53.95
Pizer, Janis	RE	CalWORKs Counseling	4DM	55.84
Ramirez, Yesenia	RE	CalWORKs Counseling	2CM	52.13
Segura, Aurora	RE	DSPS Counseling	4DM	55.84
Toumajian, Mary Kay	RE	Counseling	4DM	55.84
Young, David	RE	Career Services Counseling	4DD	57.80

## X. LIBRARY/LEARNING RESOURCE CENTER

### Part-Time Instructors

<b><u>Name</u></b>	<b><u>Status*</u></b>	<b><u>Discipline</u></b>	<b><u>Salary Placement**</u></b>	<b><u>Rate</u></b>
Aguilar Bastida, Rocio	RE	Success Center - Math	1AM	62.55
Berteau, Cynthia	RE	Success Center - Language	5AM	76.63
Carrillo, Marco	RE	Librarian	4CM	55.84
Daugherty, Heather	RE	Library Instructor	4AM	72.98
Daugherty, Heather	RE	Librarian	4CM	55.84
Do, Mina	RE	Success Center - Math	2AM	66.04
Ezewiro, Stacey	RE	Success Center - Language	3AM	69.51
Falcis, Noelle	RE	Success Center - Language	3AM	69.51
Fischer, Anna	RE	Success Center - Language	6BM	78.56
Fonseca, Lorena	RE	Success Center - Math	2BM	66.04
Gonzalez, Ricardo	RE	Success Center - Language	3AM	69.51
Guter, Bruce	RE	Librarian	4CM	55.84
Havrilla, Lori	RE	Success Center - Language	6BM	78.56
Huang, Fuze (Mike)	RE	Success Center - Math	6BD	81.30
Hultman, Jason	RE	Success Center - Math	3AM	69.51
Lei, Li	RE	Success Center - Math	1BM	62.55
Loya, Eric	RE	Success Center - Language	3AM	69.51
Ludvigsen, Lindsay	RE	Success Center - Language	6AM	78.56
Mitchell, Valencia	RE	Librarian	4DM	55.84
Ninh, Joseph	RE	Success Center - Math	6BM	78.56
Niu, Kun (Emma)	RE	Success Center - Math	3BM	69.51
Owen, Margie	RE	Librarian	4DM	55.84
Politanoff, Ashton	RE	Success Center - Language	3AM	69.51

Reyes, Amanda	RE	Success Center - Language	4AM	72.98
Russell, Bruce	RE	Librarian	4DM	55.84
Sampson, Lynda	RE	Librarian	4DM	55.84
Schenk, Lauren	RE	Librarian	4DM	55.84
Spradlin, Nancy	RE	Success Center - Language	6BM	78.56
Taijbee, Sukena	RE	Library Instructor	3AM	69.51
Taijbee, Sukena	RE	Librarian	4CM	55.84
Tran, Le	RE	Success Center - Math	6BM	78.56
Vogel, Karen	RE	Librarian	4DM	55.84
Wallace, Mara	RE	Librarian	4DM	55.84
Winiarski, Catherine	RE	Success Center - Language	3AD	71.94
Ysais, Rey	RE	Success Center - Math	6BM	78.56

\* NH=New Hire, RE=Reemployed

\*\* Instructors:

1AB=1st Semester-Bachelors, 1AM=1st Semester-Masters, 1AD=1st Semester-Doctorate  
 1BB=2nd Semester-Bachelors, 1BM=2nd Semester-Masters, 1BD=2nd Semester-Doctorate  
 2AB=3rd Semester-Bachelors, 2AM=3rd Semester-Masters, 2AD=3rd Semester-Doctorate  
 2BB=4th Semester-Bachelors, 2BM=4th Semester-Masters, 2BD=4th Semester-Doctorate  
 3AB=5th Semester-Bachelors, 3AM=5th Semester-Masters, 3AD=5th Semester-Doctorate  
 3BB=6th Semester-Bachelors, 3BM=6th Semester-Masters, 3BD=6th Semester-Doctorate  
 4AB=7th Semester-Bachelors, 4AM=7th Semester-Masters, 4AD=7th Semester-Doctorate  
 4BB=8th Semester-Bachelors, 4BM=8th Semester-Masters, 4BD=8th Semester-Doctorate  
 5AB=9th Semester-Bachelors, 5AM=9th Semester-Masters, 5AD=9th Semester-Doctorate  
 5BB=10th Semester-Bachelors, 5BM=10th Semester-Masters, 5BD=10th Semester-Doctorate  
 6AB=11th Semester-Bachelors, 6AM=11th Semester-Masters, 6AD=11th Semester-Doctorate  
 6BB=>12 Semesters-Bachelors, 6BM=>12 Semesters-Masters, 6BD=>12 Semesters-Doctorate

Counselors and Librarians:

1CM=1st Semester-Masters, 1CD=1st Semester-Doctorate  
 1DM=2nd Semester-Masters, 1DD=2nd Semester-Doctorate  
 2CM=3rd Semester-Masters, 2CD=3rd Semester-Doctorate  
 2DM=4th Semester-Masters, 2DD=4th Semester-Doctorate  
 3CM=5th Semester-Masters, 3CD=5th Semester-Doctorate  
 3DM=6th Semester-Masters, 3DD=6th Semester-Doctorate  
 4CM=7th Semester-Masters, 4CD=7th Semester-Doctorate  
 4DM=>8 Semesters-Masters, 4DD=>8 Semesters-Doctorate

**CERRITOS COLLEGE**  
Regular Meeting of the Board of Trustees

Meeting Date: **August 15, 2018**  
**Agenda Item No. 22**

**FROM:** \_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:** \_\_\_\_\_  
Dr. Adriana Flores-Church  
Vice President of Human Resources  
Assistant Superintendent

**PREPARED BY:** \_\_\_\_\_  
Ms. Nancy Buvinger  
Director of Human Resources  
and Risk Management

**SUBJECT:        Consideration of Approval and/or Ratification of Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly as needed for the 2018-2019 Academic Year**

**ACTION**

It is recommended that the Board of Trustees approve and/or ratify the employment of classified, short-term, substitute, professional expert, and/or student hourly personnel as presented on the attached list.

**FISCAL IMPACT**

No additional financial effect. This is budgeted in the General Fund. Some positions are Categorically or Specially funded as indicated.

**REPORT SUMMARY**

The attached list of classified, short-term, substitute, professional expert, and/or student hourly personnel is submitted for approval and/or ratification of employment.

The Office of Human Resource Services has received and completed the processing of Employment Request forms for the employment of classified, short-term, substitute, professional expert, and/or student hourly personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resource Services has cleared the individuals for employment.

**NOTICING REQUIREMENTS**

None is required beyond posting of this item on the agenda.

**ATTACHMENT(S)**

Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly Personnel

# EMPLOYMENT OF CLASSIFIED, SHORT-TERM, SUBSTITUTE, PROFESSIONAL EXPERT, AND/OR STUDENT HOURLY PERSONNEL

## I. Classified Employment

Administrative Clerk III (Science, Engineering & Mathematics), Classified Salary Schedule, Grade 27, Step 1 (\$3,581.00/month) effective date XXX: [Name to be provided on the Revision]

Administrative Secretary II (Library/Student Success), Classified Salary Schedule, Grade 34, Step 1 (\$4,203.00/month) effective date XXX: [Name to be provided on the Revision]

Automotive Laboratory Technician (Technology), Classified Salary Schedule, Grade 32, Step 1 (\$4,010.00/month) effective date XXX: [Name to be provided on the Revision]

Custodian (Facilities), Classified Salary Schedule, Grade 23, Step 1 (\$3,343.55/month includes 2.5% Shift differential) effective date August 16, 2018: Terry Howard

Custodian (Facilities; 3 positions), Classified Salary Schedule, Grade 23, Step 1 (\$3,425.00/month includes 5% Graveyard differential) effective date XXX: [Names to be provided on the Revision]

Research Analyst (IERP; 2 General Funded positions), Classified Salary Schedule, Grade 48, Step 1 (\$5,821.00/month) effective date XXX: [Name to be provided on the Revision]

Research Analyst (IERP; Categorically Funded), Classified Salary Schedule, Grade 48, Step 1 (\$5,821.00/month) effective date XXX: [Name to be provided on the Revision]

## II. Short-term hourly employment (as needed), variable hours per day not to exceed 25 hours a week, for a period not to exceed June 30, 2019, or 175 total workdays, whichever occurs first

<u>Name</u>	<u>Unit</u>	<u>Classification</u>	<u>Rate</u>	<u>Cleared for Employment</u>
Almario, Derriel Alexis	Health Occupations	Instructional Aide II	\$13.30/hr (1)	07/12/18
Altamirano, Violeta Stella	Health Occupations	Instructional Aide I	\$11.00/hr (1)	07/12/18
Arias, Francisco*	DSPS	Instructional Aide II	\$13.30/hr	07/24/18
Baker, Bradley D.	HPEDA	Instructional Aide II	\$13.30/hr (1)	07/16/18
Barrios, Alondra*	Financial Aid	Clerk	\$11.00/hr	07/12/18
Botello, Matthew A.	EPP	Vocational Ed. & Special Project Assistant	\$17.04/hr	07/19/18

\* Categorically Funded

\*\* Specially Funded

<u>Name</u>	<u>Unit</u>	<u>Classification</u>	<u>Rate</u>	<u>Cleared for Employment</u>
Bravdica, Andrew Raymond Jr.*	CTX	Program Assistant I	\$11.00/hr	07/12/18
Brito, Carlos*	CTX	Program Assistant I	\$11.00/hr	07/12/18
Burton, Rorri A.*	DSPS	Aides-Special Interpreter V	\$41.02/hr	07/12/18
Cabrera, Andrew Ivan	HPEDA	Aquatics Specialist	\$11.00/hr	07/24/18
Carbone, John Lloyd	HPEDA	Theatre Production Manager	\$16.62/hr	07/12/18
Carrion, Anthony Thomas	HPEDA	Instructional Aide II	\$13.30/hr (1)	07/12/18
Choy, Hanna Ocampo	Academic Affairs	Intermediate Clerk	\$11.00/hr	07/19/18
Contreras, Carlos Jr.**	HPEDA	Aquatics Specialist	\$11.00/hr	07/12/18
D'Aloisio, Isabella B.**	HPEDA	Aquatics Specialist	\$11.00/hr	07/11/18
Diaz, Hector F.	Facilities	Custodian	\$11.00/hr	07/18/18
Fajardo Perez, Paola	Student Affairs	Student Affairs Technician	\$12.05/hr	07/12/18
Fellows, Barbara Shahid*	Adult Education	Community Education Specialist	\$30.27/hr	07/25/18
Fernandez, Mateo De Reza	HPEDA	Aquatics Specialist	\$11.00/hr	07/18/18
Fregoso, Angelica	Academic Affairs	Intermediate Clerk	\$11.00/hr	07/12/18
Garcia, Gabriella**	HPEDA	Sports Specialist	\$12.22/hr	07/24/18
Gerardo, MaryEsther*	Child Development	Instructional Aide I	\$11.00/hr (1)	07/12/18
Gonez, Paulina Simone	Success Center	Instructional Aide II	\$13.30/hr (1)	07/25/18
Gonzalez, Rosie	Health Occupations	Instructional Aide II	\$13.30/hr (1)	07/24/18
Icaro, Jennifer Joaquin	DSPS	Aides-Special Interpreter V	\$41.02/hr	07/24/18
Isas, Jaqueline*	Adult Education	Instructional Aide II	\$13.30/hr (1)	07/12/18
Jones, Keondre	Student Activities	Student Activities Clerk	\$11.00/hr	07/31/18
Jones, Sheila Rose*	Financial Aid	Clerk	\$11.00/hr	07/12/18
Kenfack Ndoumna, Benjamin	Success Center	Instructional Aide I	\$11.00/hr (1)	07/12/18
Lersch, Jeannine Dorothy*	DSPS	Aides-Special Interpreter V	\$41.02/hr	07/24/18
Lewis, Kristi Marie*	DSPS	Aides-Special Interpreter III	\$27.52/hr	07/12/18
Lin, Leejan	Success Center	Instructional Aide II	\$13.30/hr (1)	07/12/18
Lopez Calderon, Alejandra*	SEM	Instructional Aide II	\$14.67/hr (3)	07/12/18
Magana, Vicky*	Financial Aid	Clerk	\$11.00/hr	07/11/18
Marquez, Gabriel Angel*	Financial Aid	Clerk	\$11.00/hr	07/31/18
Narvaez, Elia*	DSPS	Aides - Special Education	\$11.00/hr	07/12/18
Olive, Yvonne Jeanette**	Student Health Services	Nurse Practitioner	\$58.00/hr	07/12/18
Patel, Muhammad*	Financial Aid	Clerk	\$11.00/hr	07/31/18
Patterson, Dejeon	HPEDA	Instructional Aide II	\$13.30/hr (1)	07/18/18
Perez, Lionel	Health Occupations	Instructional Aide I	\$11.00/hr	07/24/18

\* Categorically Funded

\*\* Specially Funded

<u>Name</u>	<u>Unit</u>	<u>Classification</u>	<u>Rate</u>	<u>Cleared for Employment</u>
Poridin, Ronald	HPEDA	Instructional Aide II	\$13.30/hr (1)	07/18/18
Quezadas, Brenda*	CalWORKs	Clerk	\$11.00/hr	07/09/18
Ramos, Adriana Isabel*	DSPS	Instructional Aide I	\$11.00/hr	07/11/18
Ramos, Kimberly	Success Center	Instructional Aide II	\$13.30/hr (1)	07/31/18
Robles, Cory	HPEDA	Instructional Aide II	\$13.30/hr (1)	07/18/18
Rodgers-Griffin, Allison	DSPS	Interpreter V	\$41.02/hr	07/11/18
Rodriguez, Nadia*	Career Services	Clerk	\$11.00/hr	07/31/18
Rolden, Yolanda	Facilities	Custodian	\$11.00/hr	07/03/18
Rossi, Patrick	HPEDA	Instructional Aide II	\$13.30/hr (1)	07/18/18
Sanchez, Susan	Health Occupations	Instructional Aide I	\$11.00/hr	05/11/18
Sandoval, Rosa A*	Financial Aid	Clerk	\$11.00/hr	06/27/18
Sandoval, Veronica	Facilities	Custodian	\$11.00/hr	07/19/18
Shabot, Sam	Success Center	Instructional Aide II	\$13.30/hr (1)	07/11/18
Sholly, William	Facilities	Custodian	\$11.00/hr	07/25/18
Solon, Joy	Success Center	Instructional Aide II	\$13.30/hr (1)	07/17/18
Taylor, Katarina*	DSPS	Student Affairs Assistant	\$14.32/hr	07/18/18
Torres Lopez, Giovanni	Success Center	Instructional Aide II	\$13.30/hr (1)	07/12/18
Trevino, Jeannette*	CalWORKs	Clerk	\$11.00/hr	07/09/18
Valenzuela Zizarme, Sandy*	Library	Program Assistant II	\$11.78/hr	07/31/18
Walsh, Justin Patrick	HPEDA	Instructional Aide II	\$13.30/hr (1)	07/18/18
Wollam, Roger**	Community Education	Program Facilitator	\$14.32/hr	07/16/18
Yu, Jacqueline	Success Center	Instructional Aide II	\$13.30/hr (1)	07/31/18

\* Categorically Funded

\*\* Specially Funded

## **Resolution in Support of Minimum Qualifications and Local Standards for Faculty**

**Whereas**, the California Code of Regulations, Title 5 (§53410-53430) establishes guidelines for minimum qualifications and equivalencies for faculty;

**Whereas**, the California Code of Regulations, Title 5 (§53407) “adopts and incorporates” the disciplines list, the *Minimum Qualifications for Faculty and Administrators in California Community Colleges Handbook*, published by the California Community Colleges Chancellor’s Office;

**Whereas**, the *Minimum Qualifications for Faculty and Administrators in California Community Colleges Handbook* recognizes that CTE disciplines, “where a master’s degree is not generally expected or available,” may establish a minimum standard of “a bachelor’s degree in any subject, plus two years of professional experience directly related to the teaching assignment or an associate degree in any subject, plus six years of professional experience directly related to the teaching assignment”;

**Whereas**, the *Minimum Qualifications for Faculty and Administrators in California Community Colleges Handbook* and the recommendations from the Board of Governors Task Force on Workforce, Job Creation and a Strong Economy recognize the development of local standards at community colleges by their academic senate and board of trustees;

**Whereas**, the Faculty Senate recognizes faculty as experts in their discipline;

**Whereas**, the Faculty Senate supports the efforts of faculty to establish local standards in their discipline through the shared governance process;

**Whereas**, Board Policy 7210 (lines 18 and 19)<sup>1</sup> establishes an across-the-board local standard for all disciplines and prevents faculty, specifically CTE faculty, from creating discipline-specific local standards or adopting minimum qualifications established by the California Community Colleges Chancellor’s Office;

**Therefore Be It Resolved**, the Faculty Senate recommends removing the bachelor’s degree requirement from Board Policy 7210.

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<sup>1</sup> “A bachelor’s degree or the equivalent, from an accredited educational institution, shall be the minimum degree requirement for obtaining tenure as a faculty member in the District.”

## **Resolution in Support of the Faculty Evaluation Procedure and the Tenure Granting Process**

**Whereas**, Board Policy 7210 (lines 14-17) states: “Decisions regarding tenure of faculty shall be made in accordance with the evaluation procedures established for the evaluation of probationary faculty contained in the collective bargaining agreement and in accordance with the requirements of the Education Code”;

**Whereas**, Lines 20 and 21<sup>2</sup>, in Board Policy 7210, circumvent the decision-making process established in the faculty evaluation procedure and confirmed by the CCFF’s collective bargaining agreement and the Board’s own policy;

**Therefore Be It Resolved**, the Faculty Senate reaffirms that “[d]ecisions regarding tenure of faculty shall be made in accordance with the evaluation procedures established for the evaluation of probationary faculty contained in the collective bargaining agreement and in accordance with the requirements of the Education Code.”

**Therefore Be It Further Resolved**, the Faculty Senate recommends removing language from Board Policy 7210 that infringes upon established policies and procedures concerning the tenure of probationary faculty.

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<sup>2</sup> “The Board of Trustees reserves the right to determine whether a faculty member shall be granted tenure.”



# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **August 15, 2018**

**Agenda Item No. 24**

**FROM:**

\_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:**

\_\_\_\_\_  
Felipe R. Lopez  
Vice President of Business Services/  
Assistant Superintendent

**PREPARED BY:**

\_\_\_\_\_  
Mark B. Logan  
Director, Purchasing and  
Contract Administration

<p><b>SUBJECT:        Information Item: Three Month Look-Ahead Schedule of RFP and RFQ Solicitations</b></p>
--

**ACTION**

This item is presented for informational purposes only.

**FISCAL IMPACT**

Funding sources vary and are dependent upon the type of solicitation.

**REPORT SUMMARY**

This report of scheduled request for proposals (RFP) and request for qualifications (RFQ) for the next three months is provided for review. The report provides the RFP/RFQ number, title, release date or anticipated release date, brief description or scope of work, and the name of the requesting department.

In accordance with applicable California public procurement law and Cerritos College's procedure, a public notice advertising the solicitation and inviting proposals will be published in the College's adjudicated newspaper of general circulation. Additionally, other appropriate outreach efforts will be employed including, but not limited to, notifying vendors that are on the College's vendor list and posting the solicitation on the Purchasing's Department's website.

Proposals received in response to RFPs and RFQs will be evaluated by diverse panels of technically qualified individuals familiar with the subject matter of the project or equipment, as appropriate, and may include outside public sector expertise or consultants.

**NOTICING REQUIREMENTS**

None is required beyond posting of this item on the agenda.

**ATTACHMENT(S)**

Three Month Look-Ahead Schedule of RFP and RFQ Solicitations

**Cerritos Community College District  
Board Meeting: August 15, 2018  
Three Month Look-Ahead Schedule of RFP and RFQ Solicitations**

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<b>RFP/RFQ Number</b>	<b>Title of RFP/RFQ</b>	<b>Release Date*</b>	<b>Description/ Scope of Work</b>	<b>Requestor/ Department</b>
18C0001	Food and/or Concession Services	August 14, 2018	Provide food and/or concession services at various vendor locations on campus	Student Services
18P001	Architectural Services for Student Services and Administration Building	TBD	Architectural Services for the Student Services and Administration Building Project	Facilities
18P002	Engineering Services for Measure G and Campus-Wide Facilities Projects	TBD	Master Agreement for Engineering Services to establish a pool of firms that will be given an opportunity to be selected to perform services for one or more individual projects.	Facilities

\*Future dates are subject to change. See <http://cms.cerritos.edu/purchasing/bids-and-proposals.htm> for up-to-date information about RFP and RFQ releases.

# CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **August 15, 2018**

**Agenda Item No. 25**

**FROM:**

\_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**REVIEWED BY:**

\_\_\_\_\_  
Ms. Kim Westby  
Acting Vice President, Student Services  
Assistant Superintendent

**PREPARED BY:**

\_\_\_\_\_  
Dr. Elizabeth Miller  
Dean of Student Services

<p><b>SUBJECT: Information Item: Associated Students of Cerritos College (ASCC) Annual Budget for 2018-2019</b></p>
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**ACTION**

This item is presented for information only.

**FISCAL IMPACT**

No general funds will be used.

**REPORT SUMMARY**

The ASCC Annual Budget for 2018-2019 is presented the Board of Trustees as an information item.

**NOTICING REQUIREMENTS**

None is required beyond posting of this item on the agenda.

**ATTACHMENT(S)**

Associated Students of Cerritos College Budget Book for 2018-2019



**2018-2019**  
Associated Students  
of Cerritos College

**Budget Book**

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# 2018-2019 ASCC Budget Book

## Table of Contents

Overview .....	4
SECTION I: ASCC REVENUE PROJECTIONS .....	5
Projected Revenue for 2018-2019.....	6
2018-2019 Projected Expenses Summary .....	7
SECTION II: BUDGET DETAIL.....	9
01 ADMINISTRATION .....	10
02 ORGANIZATIONAL PROGRAMS.....	11
STUDENT CLUBS & ORGANIZATIONS .....	11
COLLEGE COMMITTEES & ACADEMIC DEPARTMENTS.....	14
03 SPECIAL OPERATIONS (Student Government) .....	18
04 ATHLETICS.....	19
05 SERVICES (Student Services Area).....	20
SECTION III: UNFUNDED BUDGET REQUESTS.....	23
2018-2019 Unfunded Budget Requests Detail .....	24

## Overview

Each year ASCC reviews budget proposals across the college community, and is honored to support the College in sponsoring and providing events, activities, programs, scholarships, employment, and resources that allow our students to thrive.

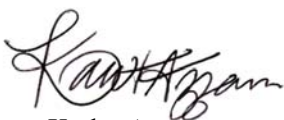
For the 2018-2019 fiscal/academic year a call for budget proposals was announced on January 20, 2018, with a submission deadline of February 15, 2018. A total of 136 requests were received from student organizations, academic and student service departments, and college initiatives that totaled \$2,140,681.76. The Budget & Finance Committee spent over 30 hours reviewing requests and creating a proposed budget to present to the ASCC Cabinet and Senate. The committee focused on requests that serve student needs, promote academic endeavors and scholarship, contribute to student development, build community and engagement, and promote diversity and inclusion.

While reviewing proposals, the Budget & Finance Committee established the following standing rules to guide appropriations:

- Limit of \$500 for decorations per club/organization.
- Only paper printed publicity with a cap of \$100 per club/organization.
- Will not fund expenditures related to fundraising.
- No funding for Awards Banquets for student organizations.
- Scholarships for student organizations will not be approved.
- Review the Standing Rules at each Budget Committee Meeting.
- Hold ourselves accountable for following the Standing Rules. If there is an exception to the rules, specifically make a motion to “suspend the rules of the day”, include the rule number, and include the motion in the Minutes.
- At least 15% shall be taken off per Conference Travel Request.

The proposed budget was presented to ASCC Senate on April 18, 2018, and was discussed and amended over the course of three meetings. The budget was finalized and approved as a whole with no objections on May 2, 2018. It was also approved by the ASCC Cabinet, with no objections, on May 7, 2018.

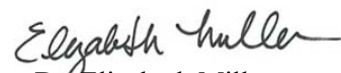
Of the submissions, the ASCC Senate and Cabinet approved 126 requests totaling \$1,298,478.00. Enclosed is the approved budget for 2018-2019, and it indicates both the requested amount on each proposal, and the final amount approved.



Kathy Azzam  
18-19 ASCC President



Christopher Rodriguez  
18-19 ASCC Vice President



Dr. Elizabeth Miller  
Dean of Student Services  
ASCC Advisor



# SECTION I: ASCC REVENUE PROJECTIONS





## ASSOCIATED STUDENTS OF CERRITOS COLLEGE

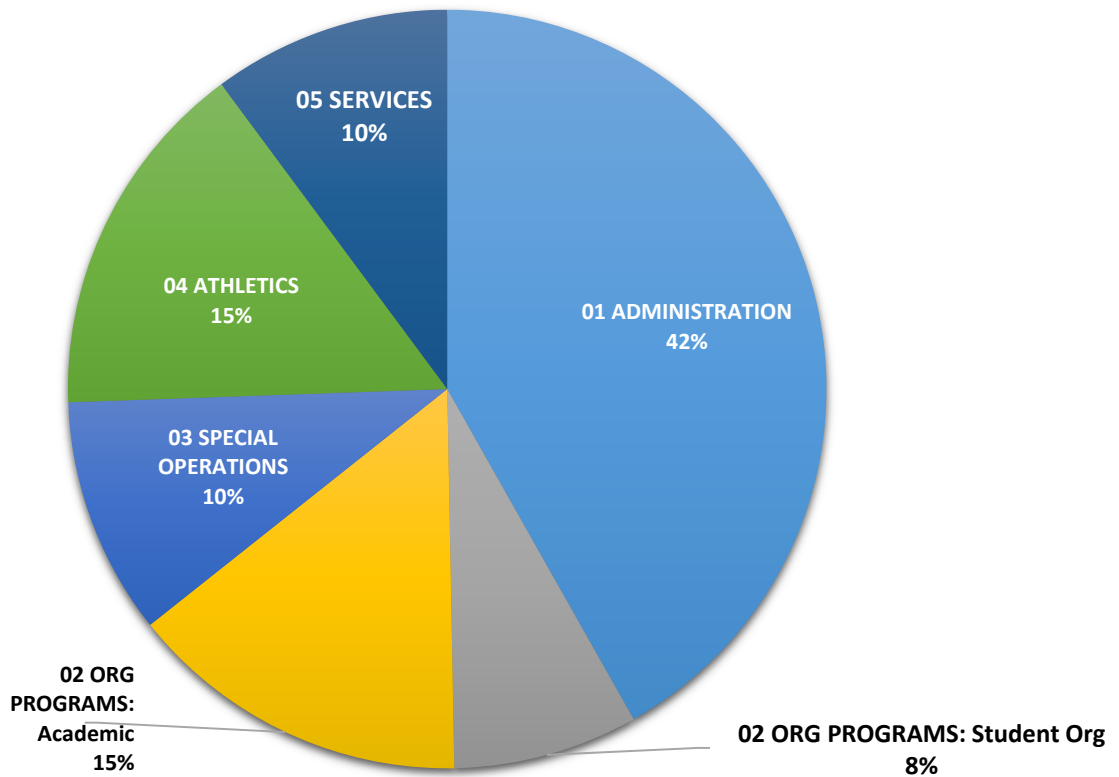
<b>Projected Revenue for 2018-2019</b>		
<b>Account #</b>	<b>Description</b>	<b>Projected Income</b>
400-01-001	College Services Fee	\$438,000.00
400-01-002	Student Store	\$286,600.00
400-02-001	Football	\$7,000.00
400-03-005	AD Kiosk Fee	\$3,000.00
400-03-007	Interest Income	\$11,000.00
400-04-002	Vending Commissions	\$62,000.00
400-04-003	Electronic Games & Pool Tables	\$3,000.00
400-04-004	Food Court	\$100,000.00
400-04-005	Elbow Room	\$50,000.00
400-05-001	Theater	\$7,000.00
400-05-003	Reserves Amount	\$332,400.00
	<b>Projected Income for 2017-2018</b>	<b><u>\$1,300,000.00</u></b>



## ASSOCIATED STUDENTS OF CERRITOS COLLEGE

2018-2019 Projected Expenses Summary				
Budget Section & Name	Section Description	Amount Requested	Amount Approved	Percentage
<b>01 ADMINISTRATION</b>	Student Activities Office (large-scale events, classified/hourly wages & fringe, commencement, et.)	\$ 578,270.00	\$ 542,970.00	42%
<b>02 ORGANIZATIONAL PROGRAMS</b>				
<i>Student Organizations</i>	Registered Student Clubs & Organizations	\$ 283,378.36	\$ 102,344.00	8%
<i>Academic Departments &amp; College Initiatives</i>	Academic Departments, College Programs & Committees	\$ 341,986.00	\$ 189,865.00	15%
<b>03 SPECIAL OPERATIONS</b>	ASCC Student Government	\$ 216,410.00	\$ 131,410.00	10%
<b>04 ATHLETICS</b>	Athletics	\$ 247,841.00	\$ 200,000.00	15%
<b>05 SERVICES</b>	Student Services Departments	\$ 472,796.40	\$ 131,839.00	10%
<b>TOTAL REQUESTS</b>		<b>\$ 2,140,681.76</b>	<b>\$ 1,298,428.00</b>	<b>100%</b>

### BUDGET BY ACCOUNT CATEGORY



## 2018-2019 Projected Expenditures Breakdown by Expense Type

Expense Type	Amount	Percentage
Academic Affairs Area Support	\$ 167,815.00	13%
ASCC Events, Activities, Discretionary	\$ 131,410.00	10%
ASCC Pres., VP, & Chief Justice Stipends	\$ 48,000.00	4%
Athletics	\$ 200,000.00	15%
ID Center	\$ 25,000.00	2%
Other College Programs/Departmental Support	\$ 22,050.00	2%
Student Activities / ASCC Administrative Costs/Supplies	\$ 72,920.00	6%
Student Activities Events/Activities	\$ 207,150.00	16%
Student Activities/Game Room/Mascot Hourly Wages/Fringe	\$ 63,900.00	5%
Student Affairs Classified Salaries/Benefits (1.5 positions)	\$ 126,000.00	10%
Student Organizations	\$ 102,344.00	8%
Student Services Area Support	\$ 131,839.00	10%
<b>TOTAL</b>		<b>100%</b>

## 2018-2019 Projected Expenses for Student Travel by Budget Section

<b>Student Activities Travel (Section 1)</b>		<b>\$55,000.00</b>
Annual Student Leadership Retreat		
<b>Student Organizations (Section 2)</b>		<b>\$61,826.00</b>
Active Minds National Conference	Chicanos/Latinos for Community Medicine: Regional Health Conferences, Museum Trip, UC Davis Pre-Health Conference	
Alpha Gamma Sigma Regional Conference	Criminal Justice Club Museum of Tolerance Field Trip & Museum of Death Field Trip	
Astronomy Club Mt. Wilson Field Trips (2)	Phi Beta Lambda State & National Conferences	
Phi Theta Kappa State & National Conferences	Psi Beta American Psychological Association Conference	
STEM Club Field Trips: California Science Center, California STEM Symposium, Atlas 5 Rocket Launch	Student Athlete Captain's Council: NCAA Student-Athlete Leadership Forum	
<b>Academic Affairs Area (Section 2)</b>		<b>\$32,950.00</b>
Forensics Team Travel (over 10 competitions)	Scholars Honors Program: Student Research Conferences	
Talon Marks State/National Competitions & Conferences		
<b>ASCC Student Government (Section 3)</b>		<b>\$6,000.00</b>
Student Senate for the California Community Colleges General Assembly		
<b>Student Services Area (Section 5)</b>		<b>\$17,284.00</b>
International Student Services: Educational & Cultural Trips	UMOJA Community Conference & Regional Symposia	
Northern California University Tours		
<b>TOTAL 18-19 Student Travel Funding</b>		<b>\$173,060.00</b>
<b>Percentage of 18-19 Budget Allocated to Travel</b>		<b>13%</b>

NOTE: Totals do not include Athletics. Activities described above were largely funded only partially.



# SECTION II: BUDGET DETAIL



## ASSOCIATED STUDENTS OF CERRITOS COLLEGE

<b>01 ADMINISTRATION</b>			
Account #	STUDENT ACTIVITIES	REQUESTED	APPROVED
600-01-002	Leadership Conference	\$60,000.00	\$55,000.00
600-01-006	ASCC Fall Awards Banquet	\$10,000.00	\$3,500.00
600-01-007	ASCC Spring Awards Banquet	\$13,500.00	\$11,000.00
600-01-016	Welcome Week Fall	\$15,000.00	\$13,000.00
600-01-017	Welcome Week Spring	\$15,000.00	\$13,000.00
600-01-025	Homecoming	\$15,700.00	\$11,400.00
600-01-032	Falcon Games	\$5,000.00	\$5,000.00
600-01-029	Inter-Club Council	\$16,000.00	\$16,000.00
600-01-038	Cross-Culture & Social Issue Events	\$10,000.00	\$10,000.00
600-01-036	Falcon Kids	\$10,000.00	\$2,000.00
600-01-035	Interpreters for Student Activities/ASCC Events	\$7,000.00	\$7,000.00
600-01-013	Commencement/Graduation	\$61,750.00	\$61,750.00
600-05-001	Spendmap Annual Subscription/Services	\$19,800.00	\$19,800.00
600-01-039	Academic Excellence Awards	\$500.00	\$500.00
600-01-031	Franco Branding & Promotion	\$5,000.00	\$5,000.00
600-03-002	Student Affairs Capital Outlay - OrgSync	\$10,000.00	\$10,000.00
600-03-005	Student Activities Hourly Wages/Fringe (ASCC Pres/VP/Chief Justice, Student Activities Clerks, Game Room Clerks, ASCC Grad Assistant, Mascot)	\$111,900.00	\$111,900.00
600-03-008	Hourly Background Check Expenses	\$320.00	\$320.00
600-03-004	Student Activities Classified Staff Salary/Benefits (Admin support, 1.5 positions)	\$126,000.00	\$126,000.00
600-03-007	ID Center Hourly Wages/Fringe	\$10,000.00	\$10,000.00
600-05-002	ID Center Supplies & Maintenance	\$15,000.00	\$15,000.00
600-01-030	Bank Fees	\$3,500.00	\$3,500.00
600-01-034	Student Activities/ASCC Computers and Supplies	\$5,000.00	\$5,000.00
600-01-004	Printing & Production	\$21,000.00	\$21,000.00
600-01-005	Student Activities Office Supplies	\$6,300.00	\$6,300.00
<b>TOTAL SECTION 01 ADMINISTRATION</b>		<b>\$578,270.00</b>	<b>\$542,970.00</b>



## ASSOCIATED STUDENTS OF CERRITOS COLLEGE

02 ORGANIZATIONAL PROGRAMS			
STUDENT CLUBS & ORGANIZATIONS			
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-087</b>	<b>ACCOUNTING CLUB</b>	<b>\$5,750.00</b>	<b>\$1,450.00</b>
	Career Gear	\$5,000.00	\$1,000.00
	Club Meetings	\$750.00	\$450.00
<i>NOTE: Will not fund club shirts</i>			
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-068</b>	<b>ACTIVE MINDS</b>	<b>\$13,507.00</b>	<b>\$6,273.00</b>
	Stress Less Week - Fall 2018 / Spring 2019	\$2,260.00	\$2,260.00
	Active Minds National Conference	\$4,722.00	\$4,013.00
	Send Silence Packing	\$6,025.00	\$0.00
	Suicide Prevention Awareness Month	\$500.00	\$0.00
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-069</b>	<b>ALPHA GAMMA SIGMA</b>	<b>\$24,162.36</b>	<b>\$8,457.00</b>
	AGS State Regional Conference	\$8,773.00	\$8,457.00
	AGS State Convention	\$15,389.36	\$0.00
<i>NOTE: Approved as blanket amount for items above only. Program/org may determine line item distribution. May not exceed total approved.</i>			
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-086</b>	<b>ASTRONOMY CLUB</b>	<b>\$4,300.00</b>	<b>\$3,655.00</b>
	Mt. Wilson Telescope Rental (2 events)	\$4,300.00	\$3,655.00
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-033</b>	<b>Chicanos/Latinos for Community Medicine (CCM)</b>	<b>\$6,479.08</b>	<b>\$4,117.00</b>
	LMSA/SNMA Health Conference	\$248.62	\$4,000.00
	UC Davis Pre-Health Conference	\$1,562.02	
	35th Annual LMSA Regional Conference	\$3,720.00	
	Southern California Medical Museum Field trip	\$114.65	
<i>NOTE: Approved as blanket amount for items above only. Program/org may determine line item distribution. May not exceed total approved.</i>			
	7th Annual Pre-medical and Pre-health Conference	\$373.42	\$0.00
	End of the year CCM awards banquet	\$344.00	\$0.00
	CCM Leadership Project	\$116.37	\$117.00
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-088</b>	<b>COMPUTER CLUB</b>	<b>\$2,194.57</b>	<b>\$1,097.00</b>
	Cyber Day	\$2,194.57	\$1,097.00
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-016</b>	<b>CRIMINAL JUSTICE CLUB</b>	<b>\$6,405.64</b>	<b>\$3,935.00</b>
	Soft Skills Seminars	\$3,065.64	\$1,533.00
	Criminal Justice Guest Speakers Series	\$1,050.00	\$1,050.00
	Museum of Death Field Trip	\$900.00	\$765.00
	Museum of Tolerance Field Trip	\$690.00	\$587.00
	Criminal Justice Club/American Red Cross Blood Drive	\$700.00	\$0.00

Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-047</b>	<b>GO GREEN Club</b>	<b>\$17,565.19</b>	<b>\$9,825.00</b>
	Green Fest	\$6,169.17	\$9,825.00
	Earth Day	\$10,121.02	
	<i>NOTE: Scholarship not approved</i>		
	Garden	\$1,275.00	\$0.00
	<i>NOTE: Approved as blanket amount for items above only. Program/org may determine line item distribution. May not exceed total approved.</i>		
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-089</b>	<b>iFALCON CLUB</b>	<b>\$25,000.00</b>	<b>\$2,000.00</b>
	Promotional Materials	\$10,000.00	\$1,000.00
	<i>NOTE: No clothing items approved</i>		
	iFalcon Forum	\$10,000.00	\$1,000.00
	iFalcon Scholarships	\$5,000.00	\$0.00
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-090</b>	<b>KABARKADA CLUB</b>	<b>\$20,000.00</b>	<b>\$2,500.00</b>
	Promotional Materials	\$10,000.00	\$0.00
	Filipino Cultural Event	\$10,000.00	\$2,500.00
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-091</b>	<b>LIVING WELL CLUB</b>	<b>\$350.00</b>	<b>\$350.00</b>
	Water and Snacks - Fall 2018	\$175.00	\$175.00
	Water and Snacks - Spring 2019	\$175.00	\$175.00
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-024</b>	<b>MATH CLUB</b>	<b>\$4,378.50</b>	<b>\$958.00</b>
	Ti-84 Calculators	\$1,972.50	\$0.00
	Su Casa Book Drive	\$657.00	\$358.00
	<i>NOTE: Only bookshelf approved, no coffee</i>		
	Math Club Meetings	\$1,150.00	\$600.00
	<i>NOTE: No t-shirts, or flyer printing approved</i>		
	Earth Day	\$599.00	\$0.00
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-018</b>	<b>PHI BETA LAMBDA</b>	<b>\$45,445.00</b>	<b>\$15,000.00</b>
	PBL State Fall Business Leadership Conference (SFBLC)	\$19,969.00	\$15,000.00
	PBL State Business Leadership Conference (SBLC)	\$25,476.00	
	<i>NOTE: Approved as blanket amount for items above only. Program/org may determine line item distribution. May not exceed total approved.</i>		
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-019</b>	<b>PHI THETA KAPPA</b>	<b>\$21,600.00</b>	<b>\$14,120.00</b>
	Phi Theta Kappa International Convention	\$12,250.00	\$14,120.00
	Phi Theta Kappa California/Nevada Regional Conference	\$4,850.00	
	<i>NOTE: Approved as blanket amount for items above only. Program/org may determine line item distribution. May not exceed total approved.</i>		
	Phi Theta Kappa Induction Ceremony	\$4,500.00	\$0.00
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-020</b>	<b>PSYCHOLOGY CLUB (PSI Beta)</b>	<b>\$6,149.00</b>	<b>\$5,550.00</b>
	American Psychological Association Conference	\$3,999.00	\$3,400.00
	Psychology Day 2019	\$2,150.00	\$2,150.00

Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-092</b>	<b>ROBOTICS CLUB</b>	<b>\$22,468.00</b>	<b>\$3,390.00</b>
	UC san diego (TRAVEL)	\$2,400.00	\$0.00
	Maker Faire(TRAVEL)	\$9,918.00	\$0.00
	Elegoo Robotic Car Kits	\$440.00	\$440.00
	Arduino Uno Mega Kits	\$550.00	\$550.00
	Robotic Parts, Tools and Materials	\$4,800.00	\$2,400.00
	Project 1: Mini EV	\$1,650.00	\$0.00
	Project 2: 6 Axis Robotic Arm	\$340.00	\$0.00
	Project 3: RC Quadcopter	\$390.00	\$0.00
	3d Printer	\$1,980.00	\$0.00
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-093</b>	<b>STEM CLUB</b>	<b>\$9,520.14</b>	<b>\$5,795.00</b>
	California Science Center Visit	\$646.17	\$417.00
	California Stem Symposium	\$4,372.50	\$2,815.00
	March For Science	\$688.50	\$688.00
	Stem Club Miscellaneous	\$2,046.72	\$600.00
	Falcon/Atlas 5 Rocket Launch	\$1,275.00	\$1,275.00
	Griffith Observatory Visit	\$491.25	\$0.00
	NOTE: Club included 15% fundraising in all travel		
	NOTE: Approved as blanket amount for items above only. Program/org may determine line item distribution. May not exceed total approved.		
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-094</b>	<b>STUDENT ATHLETE CAPTAINS COUNCIL</b>	<b>\$4,697.00</b>	<b>\$3,422.00</b>
	Falcon Flight Night (Home Contests)	\$1,091.00	\$750.00
	NCAA Student-Athlete Leadership Forum (CSF/Leadership Forum)	\$2,556.00	\$2,172.00
	S.A.C.C. Meetings	\$850.00	\$500.00
	Vaulting For Wishes	\$200.00	\$0.00
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-095</b>	<b>STUDENT NURSES ASSOCIATION</b>	<b>\$1,260.78</b>	<b>\$500.00</b>
	Luncheon	\$1,260.78	\$500.00
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-079</b>	<b>TRIATHLON</b>	<b>\$17,596.10</b>	<b>\$9,000.00</b>
	HITS Triathlon	\$5,748.85	\$9,000.00
	Wildflower Triathlon	\$7,562.00	
	LA Tri Series	\$4,285.25	
	NOTE: Approved as blanket amount for items above only. Program/org may determine line item distribution. May not exceed total approved.		



## COLLEGE COMMITTEES & ACADEMIC DEPARTMENTS

Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-070</b>	<b>BLACK HISTORY MONTH</b>	<b>\$17,050.00</b>	<b>\$5,000.00</b>
	Black History Kick-Off	\$2,200.00	\$5,000.00
	Black College Expo	\$1,200.00	
	Taste of Soul	\$1,500.00	
	Fashion and Hair of Black America	\$2,250.00	
	Health Awareness	\$1,900.00	
	Black Women in Power	\$3,750.00	
	Music of Black America	\$4,250.00	
<i>NOTE: Approved as blanket amount for items above only. Program/org may determine line item distribution. May not exceed total approved.</i>			
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-096</b>	<b>CHICANO STUDIES/HISPANIC-LATINO HERITAGE MONTH</b>	<b>\$7,000.00</b>	<b>\$3,500.00</b>
	Hispanic/Latino Heritage Month	\$7,000.00	\$3,500.00
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-010</b>	<b>DANCE DEPARTMENT</b>	<b>\$6,800.00</b>	<b>\$4,000.00</b>
	Dance Concert	\$5,000.00	\$4,000.00
	Dance Class Accompanist	\$1,800.00	
<i>NOTE: Approve as a block, to be used for concert and accompanist only.</i>			
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-085</b>	<b>GLOBAL CITIZEN</b>	<b>\$8,000.00</b>	<b>\$5,000.00</b>
	10 workshop/events throughout the academic year		\$5,000.00
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-006</b>	<b>LEARNING COMMUNITIES/FYE</b>	<b>\$2,100.00</b>	<b>\$1,700.00</b>
	New student orientation; Midterm/ end of semester event	\$2,100.00	\$1,700.00
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-009</b>	<b>PHI RHO PI - FORENSICS</b>	<b>\$54,840.00</b>	<b>\$25,000.00</b>
	PSCFA Warm Up Tournament	\$1,540.00	\$25,000.00
	Crossman Invitational Tournament	\$1,540.00	
	Watson-Lancer Speech and Debate Invitational	\$2,260.00	
	Grossmont Griffin Invitational Tournament	\$2,740.00	
	PSCFA Fall Champs	\$4,280.00	
	Close to the Coast	\$1,540.00	
	Jannese Davidson Memorial Invitational	\$1,760.00	
	Winter at the Beach	\$2,260.00	
	Sunset Cliffs Invitational	\$2,740.00	
	Tabor-Venitsky Tournament	\$8,100.00	
	PSCFA Spring Champs	\$3,460.00	
	International Forensics Association Tournament	\$11,280.00	
	Pi Kappa Delta Comprehensive National Tournament	\$9,800.00	
	PSCFA Cool-Off Tournament	\$1,540.00	
<i>NOTE: Approved as blanket amount for items above only. Program/org may determine line item distribution. May not exceed total approved.</i>			

Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-060</b>	<b>PHILOSOPHY DEPARTMENT</b>	<b>\$5,100.00</b>	<b>\$2,500.00</b>
	Martin Luther King, Jr. and Social Justice	\$2,450.00	
	Islam, Peace, and Social Justice	\$2,650.00	
	<i>NOTE: Will support one event, department can select which one</i>		\$2,500.00
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-042</b>	<b>PROJECT HOPE</b>	<b>\$3,200.00</b>	<b>\$1,600.00</b>
	Project HOPE Banquet	\$2,200.00	\$1,600.00
	Academic Success Program Incentives	\$1,000.00	\$0.00
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-025</b>	<b>SCHOLARS HONORS PROGRAM</b>	<b>\$8,000.00</b>	<b>\$6,950.00</b>
	Student Research Conferences (NCUR, SCCUR, HTCC)	\$7,000.00	\$5,950.00
	SHP Transfer Ceremony	\$1,000.00	\$1,000.00
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-067</b>	<b>WOMEN AND GENDER STUDIES</b>	<b>\$6,300.00</b>	<b>\$5,300.00</b>
	Global Gender Issues in the New Millennium: A student activism initiative	\$800.00	\$5,300.00
	Cerritos College 32nd Women's History Month	\$4,700.00	
	Women's History Month Essay Contest Awards	\$800.00	
<i>NOTE: Approved as blanket amount for items above only. Program/org may determine line item distribution. May not exceed total approved.</i>			

#### **DIVISION OF HEALTH OCCUPATIONS**

Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-034</b>	<b>HEALTH OCC: Child Development</b>	<b>\$1,300.00</b>	<b>\$1,000.00</b>
	Child Development Department Graduation Ceremony	\$1,300.00	
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-015</b>	<b>HEALTH OCC: Culinary</b>	<b>\$2,368.00</b>	<b>\$2,025.00</b>
	Culinary Arts Graduation Medals/Pins	\$2,368.00	
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-072</b>	<b>HEALTH OCC: Dental Assisting</b>	<b>\$3,324.00</b>	<b>\$2,825.00</b>
	Graduation event	\$3,324.00	
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-022</b>	<b>HEALTH OCC: Nursing</b>	<b>\$5,500.00</b>	<b>\$4,675.00</b>
	Pinning Ceremony	\$5,500.00	
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-080</b>	<b>HEALTH OCC: Pharmacy Tech</b>	<b>\$15,370.00</b>	<b>\$5,755.00</b>
	Pharmacy Technology Pinning Ceremony	\$4,450.00	\$3,275.00
	Pharmacy Conference	\$8,000.00	\$0.00
	California Board of Pharmacy Meeting	\$2,920.00	\$2,480.00
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-077</b>	<b>HEALTH OCC: Physical Therapist</b>	<b>\$2,100.00</b>	<b>\$1,785.00</b>
	Pinning Ceremony	\$2,100.00	

**DIVISION OF FINE ARTS**

Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-001</b>	<b>FINE ARTS - Music: Concerts &amp; Choral Festivals</b>	<b>\$18,000.00</b>	<b>\$10,000.00</b>
	Professional musicians/workshops & adjudication Fees	\$12,000.00	\$10,000.00
	Sheet music & instruments	\$6,000.00	
<i>NOTE: Approved as blanket amount for items above only. Program/org may determine line item distribution. May not exceed total approved.</i>			
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-002</b>	<b>FINE ARTS - PEP Band</b>	<b>\$8,000.00</b>	<b>\$5,000.00</b>
	Instruments, drum gear, sheet music	\$6,000.00	\$5,000.00
	Uniforms	\$2,000.00	
<i>NOTE: Approved as blanket amount for items above only. Program/org may determine line item distribution. May not exceed total approved.</i>			
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-003</b>	<b>FINE ARTS - WPMD Broadcasting</b>	<b>\$2,834.00</b>	<b>\$2,500.00</b>
	Equipment & equipment repair	\$400.00	\$2,500.00
	Organizational Memberships	\$125.00	
	Operational (music licensing, mp3 conversion, service contracts)	\$969.00	
	Website design and domain, email address	\$740.00	
	Promotional Items	\$600.00	
<i>NOTE: Approved as blanket amount for items above only. Program/org may determine line item distribution. May not exceed total approved.</i>			
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-004</b>	<b>FINE ARTS - Theatre Productions</b>	<b>\$46,200.00</b>	<b>\$26,000.00</b>
	Rental/Lease/Contract/Services	\$16,750.00	\$26,000.00
	Production Supplies	\$12,500.00	
	Publicity/Promotion	\$750.00	
	Clinics/Workshops/Guest Lecturers	\$500.00	
<i>NOTE: Approved as blanket amount for items above only. Program/org may determine line item distribution. May not exceed total approved.</i>			
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-005</b>	<b>FINE ARTS - Newspaper</b>	<b>\$27,700.00</b>	<b>\$20,000.00</b>
	Print Publications Expenses	\$17,000.00	\$20,000.00
	Production, photographic equipment & promotional supplies	\$100.00	
	Professional membership to journalism organizations	\$1,600.00	
	State/National competitions and conferences	\$3,000.00	
	Awards banquet	\$400.00	
	Online publication expenses	\$5,000.00	
	Campus workshops	\$600.00	
<i>NOTE: Approved as blanket amount for items above only. Program/org may determine line item distribution. May not exceed total approved.</i>			
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-013</b>	<b>FINE ARTS - Art Gallery</b>	<b>\$13,900.00</b>	<b>\$10,000.00</b>
	Art gallery receptions	\$1,500.00	\$10,000.00
	Announcement cards, catalogs, canners	\$1,700.00	
	Student art awards	\$4,400.00	
	Supplies	\$2,200.00	
	Art Gallery clinics/workshops/guest lectures & honorarium	\$2,100.00	
	Window dressing installations & honorarium	\$2,000.00	
<i>NOTE: Approved as blanket amount for items above only. Program/org may determine line item distribution. May not exceed total approved.</i>			

Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-014</b>	<b>FINE ARTS - Photography</b>	<b>\$7,000.00</b>	<b>\$4,000.00</b>
	Awards for Student Art Exhibition	\$2,000.00	\$1,000.00
	Cameras for Equipment Loan Program	\$5,000.00	\$3,000.00
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-031</b>	<b>FINE ARTS - Division</b>	<b>\$4,000.00</b>	<b>\$3,000.00</b>
	Clinics/Workshops/Guest Lecturers	\$2,000.00	\$1,500.00
	Supplies	\$2,000.00	\$1,500.00
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-036</b>	<b>FINE ARTS - Film Program</b>	<b>\$27,750.00</b>	<b>\$7,650.00</b>
	Film Festival Fees	\$650.00	\$650.00
	Guest Speakers for Industry Days	\$2,500.00	\$2,500.00
	Production Supplies	\$3,500.00	\$3,500.00
	Student Awards	\$3,500.00	\$1,000.00
	Travel (Film Festival in NYC)	\$14,000.00	\$0.00
	High School Outreach Events	\$800.00	\$0.00
	Brochures and DVDs	\$650.00	\$0.00
	Promotional Items	\$1,750.00	\$0.00
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-053</b>	<b>FINE ARTS - Commercial Music</b>	<b>\$25,000.00</b>	<b>\$20,000.00</b>
	Guest Speaker Series	\$2,000.00	\$20,000.00
	Student lab technician	\$5,000.00	
	Student studio technician	\$5,000.00	
	Student recording technician	\$5,000.00	
	Software licensing	\$8,000.00	
<i>NOTE: Approved as blanket amount for items above only. Program/org may determine line item distribution. May not exceed total approved.</i>			
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-075</b>	<b>FINE ARTS - Visual &amp; Cultural Studies</b>	<b>\$2,900.00</b>	<b>\$2,500.00</b>
	Lecture Series	\$1,900.00	\$2,500.00
	Student Journal	\$1,000.00	
NOTE: Approved as a block for items above			
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-097</b>	<b>FINE ARTS - Printmaking</b>	<b>\$1,350.00</b>	<b>\$600.00</b>
	Printmaking artist/student residency	\$1,350.00	\$600.00



## ASSOCIATED STUDENTS OF CERRITOS COLLEGE

<b>03 SPECIAL OPERATIONS (Student Government)</b>			
Account #	Line items	Requested	APPROVED
600-01-003	Election Clerks (Homecoming, Senate, Pres/VP/Trustee elections)	\$10,560.00	\$10,560.00
600-01-033	ASCC Petty Cash Fund	\$350.00	\$350.00
600-03-015	ASCC Senate Fund	\$60,000.00	\$40,000.00
600-03-019	Student Engagement (Cabinet)	\$6,000.00	\$6,000.00
600-03-022	ASCC Branding & Outreach	\$10,000.00	\$10,000.00
600-03-025	Game Room Renovation	\$29,000.00	\$29,000.00
600-01-023	ASCC Student Government Training	\$10,850.00	\$7,850.00
600-01-001	Student Government Uniforms & Supplies	\$3,500.00	\$3,500.00
600-01-008	General Assembly (Fall - Ontario, CA)	\$8,000.00	\$6,000.00
600-01-026	ASCC Cabinet Allowance	\$300.00	\$300.00
600-01-028	ASCC Court Allowance	\$150.00	\$150.00
600-01-027	ASCC Senate Allowance	\$700.00	\$700.00
600-03-018	Finals Week Extended Library Hours & Tutors	\$17,000.00	\$17,000.00
	<b>TOTAL</b>	<b>\$156,410.00</b>	<b>\$131,410.00</b>



## ASSOCIATED STUDENTS OF CERRITOS COLLEGE

04 ATHLETICS			
Account #	Line items	Requested	APPROVED
600-04-001	Athletic Memberships	\$13,855.00	\$17,765.00
600-04-003	Men's Game Equipment	\$22,274.00	\$16,646.56
600-04-006	Game Management	\$13,955.00	\$10,580.00
600-04-008	Football Away Costs	\$9,840.00	\$6,640.00
600-04-009	Men's Cross Country	\$2,870.00	\$1,968.00
600-04-010	Men's Water Polo	\$9,547.00	\$7,077.00
600-04-011	Wrestling	\$8,302.00	\$6,330.00
600-04-012	Men's Basketball	\$12,603.00	\$10,551.00
600-04-013	Baseball	\$11,020.00	\$10,068.00
600-04-015	Men's Track & Field	\$6,950.00	\$5,100.00
600-04-016	Men's Tennis	\$2,410.00	\$1,610.00
600-04-017	Men's Swimming	\$6,382.00	\$4,620.00
600-04-019	Men's Soccer	\$8,960.00	\$7,310.00
600-04-022	Banquets	\$6,000.00	\$0.00
600-04-023	Athletic Trainers	\$1,500.00	\$2,000.00
600-04-027	Women's Game Equipment	\$16,354.00	\$12,335.96
600-04-031	Women's Basketball	\$12,935.00	\$11,409.00
600-04-032	Women's Softball	\$9,866.00	\$8,954.00
600-04-033	Women's Tennis	\$2,410.00	\$1,610.00
600-04-034	Women's Track & Field	\$6,950.00	\$5,100.00
600-04-035	Women's Volleyball	\$7,850.00	\$7,474.00
600-04-036	Women's Cross Country	\$2,870.00	\$1,968.00
600-04-037	Women's Swimming	\$6,676.00	\$4,833.00
600-04-040	Women's Soccer	\$9,798.00	\$7,573.00
600-04-041	Women's Water Polo	\$10,202.00	\$7,143.00
600-04-042	State Playoffs	\$22,262.00	\$20,549.00
600-04-043	Pep Squad	\$3,200.00	\$2,785.48
	<b>TOTAL</b>	<b>\$247,841.00</b>	<b>\$200,000.00</b>
<i>NOTE: Approved as a block with general distribution amount above, allowing unused line-items to be applied to State Play-Off account.</i>			



## ASSOCIATED STUDENTS OF CERRITOS COLLEGE

<b>05 SERVICES (Student Services Area)</b>			
<b><i>DIVISION OF ADMISSIONS &amp; RECORDS</i></b>			
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-043</b>	<b>CalWORKS</b>	<b>\$17,000.00</b>	<b>\$7,900.00</b>
	CalWORKs Thanksgiving Turkeys	\$1,000.00	\$7,900.00
	Graduation Cap & Gowns	\$2,000.00	
	Emergency Care Packages	\$3,500.00	
	CalWORKs End of the Year Recognition	\$4,500.00	
	CalWORKs Weeklong Mother's Day Celebration	\$3,000.00	
	CalWORKs Father's Day Celebration	\$1,500.00	
<i>NOTE: Approved as blanket amount for items above only. Program/org may determine line item distribution. May not exceed total approved.</i>			
Account #	Requestor / Line items	Requested	APPROVED
<b>600-02-048</b>	<b>Office of International Student Services (OISS)</b>	<b>\$15,061.00</b>	<b>\$8,755.00</b>
	Thanksgiving Traditions	\$1,100.00	\$8,755.00
	International Educational and Cultural Trips	\$2,800.00	
	International Education Week	\$4,700.00	
	Global Village	\$5,100.00	
	Tea Time Conversation Hour	\$1,000.00	
	Graduating International Students Celebration	\$3,100.00	
<i>NOTE: Approved as blanket amount for items above only. Program/org may determine line item distribution. May not exceed total approved.</i>			
<b><i>DIVISION OF COUNSELING</i></b>			
Account Number	Requestor / Line items	Requested	APPROVED
<b>600-05-014</b>	<b>Counseling Division</b>	<b>\$42,550.00</b>	<b>\$2,700.00</b>
	"On Campus" Inreach	\$26,750.00	\$2,000.00
	"Off Campus" Outreach	\$15,800.00	
<i>NOTE: Approved as blanket amount for items above only. Program/org may determine line item distribution. May not exceed total approved.</i>			
	C2C Fall 2018 Orientation/Welcome Brunch	\$1,470.00	\$700.00
	C2C Student Worker	\$6,000.00	\$0.00
Account Number	Requestor / Line items	Requested	APPROVED
<b>600-02-064</b>	<b>Transfer Center</b>	<b>\$15,790.00</b>	<b>\$10,334.00</b>
	Transfer Celebration	\$4,000.00	\$10,334.00
	University Fairs	\$750.00	
	Transfer Conference	\$1,000.00	
	Application fee scholarship	\$4,000.00	
	Northern California University Meals	\$5,040.00	
	Transfer Center Activities scholarship	\$1,000.00	
<i>NOTE: Approved as blanket amount for items above only. Program/org may determine line item distribution. May not exceed total approved. EXCEPTIONS: Transfer Center Activities scholarship not approved.</i>			

Account Number	Requestor / Line items	Requested	APPROVED
<b>600-02-021</b>	<b>Puente</b>	<b>\$8,200.00</b>	<b>\$3,200.00</b>
	Northern California University Tour	\$7,000.00	\$3,200.00
	Celebrating Cesar Chavez - A Day of Action	\$1,200.00	
	<i>NOTE: Approved as blanket amount for items above only. Program/org may determine line item distribution. May not exceed total approved.</i>		
Account Number	Requestor / Line items	Requested	APPROVED
<b>600-02-050</b>	<b>UMOJA Success</b>	<b>\$83,354.00</b>	<b>\$23,000.00</b>
	Umoja Meetings	\$4,300.00	\$23,000.00
	\$1,000 honorariums, \$500 for food. No honorariums for Cerritos College staff/faculty.		
	Umoja Community Conference	\$14,725.00	
	Umoja Kwanzaa Celebration	\$4,000.00	
	Umoja Rites of Passage Ceremony	\$4,000.00	
	Umoja Nor Cal Transfer College Tour	\$11,000.00	
	Umoja Retreat	\$11,544.00	
	<i>NOTE: Blanket amount for Umoja meetings (note exception above for honorariums and food), Umoja Community Conference, Kwanzaa Celebration, Rites of Passage Ceremony, Nor Cal Transfer College Tour and Retreat.</i>		
	Umoja Community Regional Symposia	\$6,800.00	\$0.00
	Umoja Kick-Off Event(s)	\$3,000.00	\$0.00
	Umoja Black College Tour	\$23,985.00	\$0.00
Account Number	Requestor / Line items	Requested	APPROVED
<b>600-02-039</b>	<b>Veteran's Resource Center</b>	<b>\$36,200.00</b>	<b>\$20,000.00</b>
	Military Ball	\$25,200.00	\$20,000.00
	Veteran Day Ceremony	\$11,000.00	
	<i>NOTE: Approved as blanket amount for items above only. Program/org may determine line item distribution. May not exceed total approved. EXCEPTIONS: Scholarships not approved, and \$500 limit on decorations and printing (per event)</i>		

**DIVISION OF DISABLED STUDENT PROGRAMS AND SERVICES**

Account Number	Requestor / Line items	Requested	APPROVED
<b>600-02-055</b>	<b>DSPS</b>	<b>\$5,600.00</b>	<b>\$5,600.00</b>
	Software license (text to voice)		

**DIVISION OF STUDENT AFFAIRS**

Account Number	Requestor / Line items	Requested	APPROVED
<b>600-02-061</b>	<b>SCHOOL RELATIONS</b>	<b>\$5,400.00</b>	<b>\$4,000.00</b>
	Senior Preview Day	\$5,400.00	



**DIVISION OF STUDENT SUPPORT SERVICES & FINANCIAL AID**

Account Number	Requestor / Line items	Requested	APPROVED
<b>600-02-044</b>	<b>CARE</b>	<b>\$1,050.00</b>	<b>\$1,050.00</b>
	Mothers/Father’s Day Celebrations	\$550.00	\$550.00
	CARE Paint Nite	\$840.00	\$840.00
Account Number	Requestor / Line items	Requested	APPROVED
<b>600-02-059</b>	<b>LINC</b>	<b>\$9,170.00</b>	<b>\$5,200.00</b>
	LINC Event Programming	\$3,200.00	\$2,600.00
	LINC Graduation Regalia	\$1,425.00	\$700.00
	Foster Care Awareness Month	\$1,525.00	\$1,000.00
	LINC College Trips	\$1,260.00	\$0.00
	LINC Transportation Assistance	\$1,760.00	\$900.00
Account Number	Requestor / Line items	Requested	APPROVED
<b>600-02-038</b>	<b>EOPS</b>	<b>\$11,450.00</b>	<b>\$5,100.00</b>
	EOPS/CARE/LINC Graduation Celebration	\$7,250.00	\$3,000.00
	EOPS/CARE Cap & Gown Service	\$4,200.00	\$2,100.00
Account Number	Requestor / Line items	Requested	APPROVED
<b>600-02-027</b>	<b>FINANCIAL AID</b>	<b>\$130,000.00</b>	<b>\$35,000.00</b>
	Emergency Book and Incentive Scholarships	\$75,000.00	\$20,000.00
	Scholarships for Undocumented Students	\$40,000.00	\$10,000.00
	Emergency Funds for Homeless Students	\$15,000.00	\$5,000.00



# SECTION III: UNFUNDED BUDGET REQUESTS



## ASSOCIATED STUDENTS OF CERRITOS COLLEGE

The following requests were not approved for funding, including no partial funding.

<b>2018-2019 Unfunded Budget Requests Detail</b>	
<b>Chinese Club</b>	<b>\$ 18,000.00</b>
Summer Chinese Training in China	\$ 18,000.00
<b>Club Beach Volleyball</b>	<b>\$ 2,650.00</b>
Referee Cost	\$ 100.00
Lunches	\$ 600.00
Supplies	\$ 1,950.00
<b>Institute of Leadership for Social Justice</b>	<b>\$ 3,900.00</b>
Toastmasters International Club Membership	\$ 3,900.00
<b>THEATER PRODUCTIONS: Summer production</b>	<b>\$ 9,000.00</b>
Rental/Lease/Contract/Services	\$ 1,000.00
Production Supplies	\$ 2,000.00
Publicity/Promotions	\$ 1,000.00
Clinics/Workshops/Guest Artists	\$ 5,000.00
<b>Campus Police</b>	<b>\$ 50,000.00</b>
Cadets	\$ 50,000.00
<b>Student Health Services</b>	<b>\$ 5,001.40</b>
Psychological Services Mental Health Practicum	\$ 2,061.40
Question Persuade Refer Trainer Certification Course	\$ 990.00
Mental Health Screening (Online Screening Package)	\$ 550.00
Movies For Mental Health	\$ 1,400.00
<b>Student Services Area</b>	<b>\$ 29,500.00</b>
Welcome Day Event	\$ 29,500.00
<b>ASCC Travel &amp; Conferences Fund (Senate)</b>	<b>\$ 60,000.00</b>
<b>ASCC Fall Officer/Advisor Luncheon</b>	<b>\$ 2,500.00</b>
<b>ASCC Spring Officer/Advisor Luncheon</b>	<b>\$ 2,500.00</b>
<b>TOTAL UNFUNDED REQUESTS</b>	<b>\$ 183,051.40</b>

Board of Trustees and President/Superintendent Goals  
**DRAFT**

The goals below are intended to be achieved in alignment with the Educational Master Plan. The goals will be reviewed and adjusted each year.

1. Lead and monitor the Accreditation process to ensure the College's self-evaluation is completed and approved by college constituencies.
  - a. Prepare and organize for the Institutional Self-Evaluation Report, due to the Commission in January 2020.

*Connection to the Educational Master Plan: This goal links to all components of the Educational Master Plan.*

2. Develop and complete the new Facilities Master Plan align it with the Educational Master Plan.
  - a. Engage college community in the development of the new Facilities Master Plan
  - b. Establish a steering committee to lead the development of the Facilities Master Plan according to the college's shared governance structure
  - c. Communicate progress to the Board of Trustees as needed
  - d. Gather and include campus feedback in the development of the Facilities Master Plan

*Connection to the Educational Master Plan: Goal E Upgrading Educational Infrastructure*

3. Highlight clear educational and career pathways for ALL students and provide the programs, guidance and support they need to achieve their educational goals in a timely manner.
  - a. Develop an internal campaign to increase student awareness of the importance of meeting with counselors and having an updated educational plan
  - b. Work with faculty, staff and administrators to continue to reduce time to degree/certificate completion
  - c. Evaluate and revise current policy and procedures to ensure the college is not creating artificial barriers for students
  - d. Promote the development and implementation of Guided Pathways, including the framework to create a highly structured approach to student success by utilizing the 4 Pillars model of Clarifying the Path, Entering the Path, Staying on the Path and Ensuring Learning
  - e. Increase focus and commitment on Cerritos College OER efforts
  - f. Ensure an effective implementation of the English and math placement provisions of AB705 to support assessment and placement strategies proven to increase student completion rates and close the achievement gap
  - g. Implement, evaluate, and adjust accelerated course models that provide evidence-based paths that culminate in our students completing transfer-level English and math not only more often, but also in less time

*Connection to Educational Master Plan: Goal A Strengthening the Culture of Completion*

4. Strengthen the online presence of Cerritos College to extend the reach of its programs and services.
  - a. Provide support to the Cerritos College Online Initiative

*Connection to Educational Master Plan: Goal A Strengthening the Culture of Completion*

5. Continue to build and maintain community relations.
  - a. Maintain involvement with local, regional, state and national organizations to ensure Cerritos College is represented and visible
  - b. Expand dual and concurrent enrollment initiatives with K-12 partners
  - c. Continue to host local community events on campus grounds
  - d. Continue to host two K-12 Partners in Education breakfast events annually
  - e. Initiative new and strengthen current College and Career Access Pathways Partnership (CCAP) agreements with local K-12 partners to develop seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness
  - f. Expand partnerships with four-year institutions

*Connection to Educational Master Plan: Goal A: Strengthening the Culture of Completion, Goal B: Ensuring Program Alignment by Strengthening Partnerships*

6. Foster institutional advancement.
  - a. Carry out the quiet phase of the Cerritos College capital campaign
  - b. Develop of the President's Circle and explore other interest groups
  - c. Increase internal giving
  - d. Continue to build the structure of the Cerritos College Alumni Association
  - e. Host a minimum of four alumni events annually
  - f. Host a minimum of two events for President's Circle donors annually
  - g. In collaboration with the executive director of the foundation, develop a comprehensive strategic plan for the Cerritos College Foundation that aligns with the district's Educational Master Plan

*Connection to Educational Master Plan: Goal F Enhancing Organizational Effectiveness*

7. Foster and invest in employee professional development and stability in leadership
  - a. Increase awareness of professional development opportunities for **all** constituent groups
  - b. Continue to offer the Falcon Leadership Academy series to all employees
  - c. Partner with staff and alumni to offer Personal Development Workshops to all employees
  - d. Expand the implementation of leadership development to all groups and implement cross training to enhance organizational resilience
  - e. Model and practice a culture of respect to increase employee satisfaction and minimize turnover in all leadership positions

*Connection to Educational Master Plan: Goal A: Strengthening the Culture of Completion, Goal C: Promoting Leadership and Staff Development*

8. Maintain a systematic communication strategy
  - a. Continue to raise awareness about the college's importance in the community.
  - b. Convey district information effectively, both internally and externally.
  - c. Improve information transfer between all on-campus constituent groups as well as with the external community

*Connection to the Educational Master Plan: Goal D Improving Internal and External Communication*

9. Evaluate organizational effectiveness
  - a. Explore alternatives to diversify college revenues
  - b. Continue to review operational policies and procedures
  - c. Continue to update any policies and operational procedures that do not align with the current needs of the institution

*Connection to Educational Master Plan: Goal F Enhancing Organizational Effectiveness*

10. Continue to advance the diversity plan and report pertinent information accordingly

The Board of Trustees and CEO will continue to develop and foster a campus community that is reflective of its student body and communities served. Such a community will meet the current and future social, economic, and workforce needs of a highly diverse state.

- a. Fill vacancies according to current district needs.
- b. Continue to provide opportunities for ALL employees to participate in diversity-related activities and training.
- c. Expand the understanding of diversity across campus
- d. Produce yearly reports as to the progress made advancing the diversity program

*Connection to Educational Master Plan: Goal A: Strengthening the Culture of Completion, Goal C: Promoting Leadership and Staff Development*

11. Build and promote a culture of respect and collaboration.
  - a. The Board of Trustees and the CEO will continue to work together to build a culture of trust and collaboration across Cerritos College by modeling the expected behaviors and leading by example
  - b. The Board and the CEO will continue to work collaboratively to make decisions in the best interest of the institution
  - c. The CEO will continue to provide weekly/biweekly updates to the Board of Trustees
  - d. The Board and CEO will continue to engage in meaningful professional development

*Connection to Educational Master Plan: Goal C: Promoting Leadership and Staff Development*

12. Prepare annual budget that integrates with and supports all institutional planning.
  - a. Annually review planning calendar
  - b. Annual college plan aligns with the strategic plan
  - c. Evaluate strategic planning goals annually and report results
  - d. Provide budget workshops/updates to the Board of Trustees that demonstrate alignment
  - e. Ensure financial resources are sufficient to support and sustain student learning programs and services.

*Connection to the Educational Master Plan: Goal E: Upgrading Educational Infrastructure, Goal F: Enhancing Organizational Effectiveness*

**CERRITOS COLLEGE**  
Regular Meeting of the Board of Trustees

Meeting Date: **August 15, 2018**  
**Agenda Item No. 27**

**FROM:**

\_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

<b>SUBJECT:      Consideration of Adoption of Board and President/Superintendent Evaluation Instrument</b>
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**ACTION**

It is recommended that the Board of Trustees consider adoption of the Board and President/Superintendent Evaluation Instrument.

**FISCAL IMPACT**

No fiscal impact.

**REPORT SUMMARY**

A draft Board and President/Superintendent Evaluation Instrument was developed utilizing the draft goals presented in item 26 on the August 15 board agenda. The evaluation instrument can be viewed [online](#).

**NOTICING REQUIREMENTS**

None is required beyond posting of this item on the agenda.

**ATTACHMENT(S)**

None



**CERRITOS COLLEGE**  
Regular Meeting of the Board of Trustees

Meeting Date: **August 15, 2018**  
**Agenda Item No. 28**

**FROM:**

\_\_\_\_\_  
Dr. Jose Fierro  
President/Superintendent

**PREPARED BY:**

\_\_\_\_\_  
Dr. Adriana Flores-Church  
Vice President of Human Resources  
Assistant Superintendent

<p><b>SUBJECT:      Consideration of Adoption of the Initial Proposal of the Cerritos Community College District to the California School Employees Association (CSEA), Chapter #161 for the Period July 1, 2018 - June 30, 2021</b></p>
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**ACTION**

It is recommended that the Board of Trustees discuss and adopt the initial proposal of the Cerritos Community College District to the California School Employees Association (CSEA), Chapter #161 for the Period July 1, 2018 - June 30, 2021, in accordance with Government Code section 3547.

**FISCAL IMPACT**

The financial implications are contingent on the results of negotiations.

**REPORT SUMMARY**

The attached initial proposal was submitted by the Cerritos Community College District to CSEA, Chapter #161, for negotiation of the CSEA-District Collective Bargaining Agreement for the period July 1, 2018 - June 30, 2021, pursuant to the provisions of Article 2.4.1 and Article 28 of the CSEA-District Collective Bargaining Agreement and for review at the July 18, 2018, meeting of the Board of Trustees. Per the District's Administrative Procedure 2610, the public shall have an opportunity to respond to the District's initial proposal at this August 15, 2018, meeting. Following the public hearing, the Board shall acknowledge official receipt and adoption of the District's initial proposal.

**NOTICING REQUIREMENTS**

None is required beyond posting of this item on the agenda.

**ATTACHMENT(S)**

Cerritos Community College District's Initial Proposal for Negotiation of the Collective Bargaining Agreement between California School Employees Association (CSEA), Chapter #161, and the Cerritos Community College District for the Period July 1, 2018 to June 30, 2021.



# Cerritos College

11110 Alondra Boulevard, Norwalk, California 90650


## MEMORANDUM

Human Resources

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**DATE:** July 5, 2018

**TO:** Lynn Laughon, President CSEA Chapter #161

**FROM:** Dr. Adriana Flores-Church, Vice President of Human Resources 

**RE:** District Initial Proposal for Negotiations of the Collective Bargaining Agreement between CSEA, Chapter #161 and the Cerritos Community College District for the period beginning July 1, 2018, and ending June 30, 2021.

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The following is the District's initial proposal for negotiations of the Collective Bargaining Agreement between CSEA, Chapter #161 and the District as per Article 2 for the period July 1, 2018-June 30, 2021:

### **Article 3 – Organization Rights**

District proposes to quantify the number of release time hours given to union leadership for conducting union business.

### **Article 5 – Compensation**

District proposes to discuss compensation for the term of the proposed contract in consideration of the state new allocation formula and the District budget.

### **Article 6 – Health and Welfare Benefits**

District proposes to discuss health and welfare benefits for current and new employee for the term of the proposed contract in consideration of the state new allocation formula and the District budget.

### **Article 7 – Hours of Employment**

District proposes to revise overtime contract language to account for minimum staffing levels.

**Article 15 – Industrial Accident and Illness Leave**

District proposes to amend contract language to comply with State regulations and account for an interactive process.

**Article 17 – Child Rearing Leave**

District proposes to amend contract language to comply with Parental Leave law (AB 2393).

**Article 23 – Organizational Security – Payroll Deduction**

District proposes to open this article to comply with US Supreme court decision in Janus v. American Federation of State, County, and Municipal Employees.

**New Article – New Employee Orientation**

District proposes to add contract language to comply with New Employee Orientation law (AB 119).

NOTE: District would like to address obsolete language and any necessary edits changes.

cc: Dr. Jose Fierro, President/Superintendent  
Cerritos College Board of Trustees